

5. a. Richland County Coroner's Office: International Association of Coroners & Medical Examiners Accreditation
- b. SCSPE Engineer of the Year Award [PAGES 23-24]
- c. Introduction of New Employees
- d. Sewer System RFP Inquiry

Report Of The Clerk Of Council

6. a. REMINDER: Special Called Meeting, July 23rd - Immediately Following Zoning Public Hearing

Report Of The Chairman

Presentations

7. a. Jackie McKie

Open/Close Public Hearings

8. a. Ordinance Authorizing the Execution and Delivery of a Fee and Special Source Credit Agreement by and among Richland County, South Carolina, Dayton Rogers of South Carolina, LLC and LBE Two, LLC providing for a payment of a Fee in Lieu of Taxes and other matters related thereto
- b. Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for Fee-in-Lieu of Ad Valorem Taxes; and other related matters
- c. Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto
- d. An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto

Approval Of Consent Items

9. 13-20MA
John Champoux
RU to RS-LD (6.75 Acres)
Knollside Drive
20500-06-18/21 & 20500-04-21 [THIRD READING] [PAGES 28-29]

10. 13-22MA
Terry Harris
7950 Bluff Rd.
RU to RC (12.79 Acres)
32400-02-25 [THIRD READING] [PAGES 30-31]
11. An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto [THIRD READING] [PAGES 32-73]

Third Reading Items

12. Ordinance Authorizing the Execution and Delivery of a Fee and Special Source Credit Agreement by and among Richland County, South Carolina, Dayton Rogers of South Carolina, LLC and LBE Two, LLC providing for a payment of a Fee in Lieu of Taxes and other matters related thereto [PAGES 74-106]
13. Small Local Business Enterprise ("SLBE") Program [PAGES 107-147]
14. Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto [PAGES 148-178]
15. Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for Fee-in-Lieu of Ad Valorem Taxes; and other related matters [THIRD READING] [PAGES 179-219]

Second Reading Items

16. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters [PAGES 220-223]

Report Of Economic Development Committee

17. a. A Resolution to state the commitment of Richland County to enter into a Fee-in-Lieu of Tax Agreement with Mars Petcare US, Inc. and CLF Columbia LLC; to provide the general terms of the Fee-in-Lieu of Tax Agreement; to identify the "Project" for purposes of the Fee-in-Lieu of Tax Simplification Act; and to provide for other matters related thereto [PAGES 225-227]
- b. Approval of Central SC Alliance Member Marketing Grant [PAGE 228]
- c. Motion to approve an additional \$82,000 in Hospitality Tax for the Palmetto Capital City Classic [WASHINGTON]

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

18. Airport Commission-1; there is one vacancy on this commission; Dennis L. Dabney, September 18, 2016 (resigned)

2. Notification Of Appointments

19. Accommodations Tax Committee-3; positions needed to be filled are for Lodging, Hospitality and Cultural; applications was received from the following: **[PAGES 230-234]**

J. Benjamin Blackwell*
Thomas E. Holloway

20. Board of Assessment Appeals-1; there is one vacancy on this board; applications were recived from the following: **[235-242]**

Eric John Grant*
Jennifer Green

21. Community Relations Council-2; there are two positions on this council; applications were received from the following: **[PAGES 243-253]**

Dr. Allen Coles*
Kerry Feduk
Kimberly Andrena Kennedy Gooden
Toya Dion Jefferson Murph

22. East Richland Public Service Commission-1; there is one position on the commission; applications were received from the following: **[PAGES 254-261]**

Phyllis Beighley*
Norman M. Paige
Mark A. Riffle

23. Employee Grievance Committee-4; no applications have been received

24. Hospitality Tax Committee-2; there are two vacancies on this committee; applications were received from the following: **[PAGES 263-269]**

John Adams
Shanelle Baker
Robert A. Swanson

25. Midlands Workforce Development Board-8, for the following positions: **[PAGES 270-280]**

Private Sector (Business representative)-4
DSS representative-1
Youth Program representative-1
Job Corps representative-1

Private Sector applicants are: Derek Burrell, Wanda Herron, and Michael Ray
DSS representative applicant is: Terry D. Blair
Youth Council applicants are: Aretha Barnes (Job Corps representative) and Joseph Rice, Jr.
(Youth Program representative)

3. Discussion From Rules And Appointments Committee

26. All applicants for Richland County Boards, Commissions, or Committees will be telephonically notified within 48 hours of council's decision relating to that appointment and a follow up letter will be mailed within 5 work days to same [MALINOWSKI] *Deferred by Council at the June 18, 2013 Council meeting*
27. Community Relations Council *Deferred by Council from the June 18, 2013 Council meeting* [PAGES 282-296]

Other Items

28. Report of the Hospitality Tax Review Committee:
 - a. Discussion of Items Referred During Budget Process [PAGE 299]
 - b. Working Definition of Tourist/Tourism [PAGE 300]
 - c. \$44M in Tourism-Related Projects [PAGE 301]
 - d. Review of May 13, 2013 Hospitality Tax Committee Memo [PAGE 302]
 1. Review Current Hospitality Tax Guidelines [PAGES 303-308]
 - e. Development of Criteria to Measure Accountability for Oversight Purposes
 - f. Feasibility Studies for Proposed Projects
29. Report of the Decker Ad Hoc Committee:
 - a. Decker Demolition Contract Award [PAGES 310-314]

Citizen's Input

30. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

31.
 - a. Move for unanimous consent on a motion supporting a Resolution honoring EAA Chapter 242 housed at Hamilton-Owens Airport for their completion of 10,000 flights in the Young Eagles program. This program provides flight experiences for young people to introduce them to flying. [PEARCE, ROSE and RUSH]
 - b. Develop a plan to eliminate the septic and storm drainage problems in the suburbs and

complete and tie into the city sewer and storm water systems [JACKSON]

c. I move to have staff evaluate the special exception conditions for special congregate facilities, found in section 26-152 (d) (26) of the Land Development Code, to ensure that these conditions minimize potential land use conflicts and also to ensure that there are adequate services for the cliental within the vicinity of the facility. The evaluation should at minimum address: (1) Maximum occupancy; (2) Distance from residential districts, schools, and parks; and (3) Provisions for a management and security plan. Location considerations, including proximity to: (a) Professional services, such as doctor's offices and legal services; (b) Grocery stores; (c) Job development centers; and (d) Providers of services often utilized by the cliental, (i.e., medical clinics, food banks, public transportation). I also move to place a moratorium on any special exception requests to establish a special congregate facility until the evaluation is complete [MALINOWSKI]

Adjournment



Special Accommodations and Interpreter Services

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

- a. Resolution Honoring Anna Wimberly, Richland School District Two Bus Driver, for her heroic action and judgment on keeping the children safe until assistance arrived [DIXON]
- b. Resolution honoring the Richland County Wellness Program and the impact it has on the lives and wellbeing of County staff and the citizens of Richland County [DIXON]
- c. 2013 National Aviation Week Proclamation

Richland County Council Request of Action

Subject

Regular Session: July 2, 2013 [PAGES 8-17]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
JULY 2, 2013
6:00 PM**

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

MEMBERS PRESENT:

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

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Justine Jones, Amelia Linder, John Hixon, Geo Price, Tracy Hegler, Dwight Hanna, Sara Salley, Bill Peters, Nelson Lindsay, Ronaldo Myers, Dale Welch, David Hoops, Chris Eversmann, Valeria Jackson, Buddy Atkins, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:02 p.m.

INVOCATION

The Invocation was given by the Honorable Kelvin E. Washington, Sr.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kelvin E. Washington, Sr.

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski expressed condolences to the families of Sgt. Derek El Dada and his wife who were tragically killed in a motorcycle accident.

APPROVAL OF MINUTES

Regular Session: June 18, 2013 – Mr. Livingston moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: June 25, 2013 – Mr. Pearce moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Jackson moved, seconded by Ms. Dixon, to approve the agenda as distributed. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

There were no items for Executive Session.

CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **State Infrastructure Bank Update** – Mr. McDonald stated that Richland County has been asked to join the City of Columbia, Airport, and Lexington County in a joint funding application for the John Hardee Expressway and Assembly Street Project. Each entity has been requested to contribute \$4,000 toward the consultant's fee.

REPORT OF THE CLERK OF COUNCIL

No report was given.

REPORT OF THE CHAIR

No report was given.

PRESENTATIONS

Association of Counties – Mr. Josh Rhodes from the SC Association of Counties gave a brief overview of the services provided by the association and legislation that affects the County.

OPEN/CLOSE PUBLIC HEARINGS

- a. **An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department – No one signed up to speak.**
- b. **An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer’s Office – No one signed up to speak.**
- c. **FY13 Budget Amendment for Risk Management – No one signed up to speak.**
- d. **Small Local Business Enterprise (“SLBE”) Program – No one signed up to speak.**
- e. **An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, in General; Section 21-13, Emergency Maintenance of Roads; so as to delete subsection (c) in its entirety – No one signed up to speak.**

APPROVAL OF CONSENT ITEMS

- ❖ **An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer’s Office [THIRD READING]**
- ❖ **An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) of Richland County, South Carolina, in an aggregate principal amount of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900); delegating to the County Administrator certain authority related to the bonds; providing for the payment of said bonds; and other matters relating thereto [THIRD READING]**
- ❖ **An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-13, Emergency Maintenance of Roads; so as to delete subsection (c) in its entirety [THIRD READING]**
- ❖ **13-20MA, John Champoux, RU to RS-LD (6.75 Acres), Knollside Drive, 20500-06-18/21 & 20500-04-21 [SECOND READING]**
- ❖ **13-22MA, Terry Harris, 7950 Bluff Rd., RU to RC (12.79 Acres), 32400-02-25 [SECOND READING]**

- ❖ **Department of Public Works Purchase of Volvo G930B Motor Grader for Drainage Division**
- ❖ **Review categorizing zoning districts that allows for more “sub-categories” in the various districts and eliminate general categories**
- ❖ **Residential Parking Permits in Portions of Olympia and Neighboring Communities**
- ❖ **Hold Workshop with SCDOT re: Transportation Penny IGA**
- ❖ **2013 National Aviation Week Proclamation**
- ❖ **Staff Recognition for Wellness Efforts**
- ❖ **Petition to Close a Portion of Pinner Road**
- ❖ **Local Public Agency Administration**
- ❖ **Collecting H-Tax at Sponsored Events**
- ❖ **Budget Motions List**
- ❖ **FY14 Airport Master Rate Schedule and Ramp Fee Collection Procedures**
- ❖ **Requested Authorization for Negotiation and Award of Fleet Maintenance Contract**
- ❖ **Approval of FY13-14 Budgets within the FY12-16 Consolidated Plan for Community Development Department Funds**
- ❖ **Purchase of Building and Lot for New Blythewood Magistrate District Office** – Mr. Pearce moved, seconded by Ms. Dickerson, to reconsider this item. The motion failed.

Ms. Dickerson moved, seconded by Mr. Pearce, to approve the Consent Items. The vote in favor was unanimous.

THIRD READING

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item.

<u>For</u>	<u>Against</u>
Jackson	Dixon
Washington	Malinowski
Livingston	Rose
Jeter	Pearce
	Dickerson
	Rush

The motion failed.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dickerson, to approve payment of the legal fees with the exception of the Election Commission. A discussion took place.

Mr. Pearce withdrew his motion.

Mr. Malinowski moved to request the Legal Department to review the attorney's billing statements and items that were discussed other than the Election Commission, i.e. CMRTA.

Motion died for lack of a second.

Mr. Jeter moved, seconded by Ms. Dixon, to approve payment of all legal fees minus \$1.00.

<u>For</u>	<u>Against</u>
Dixon	Malinowski
Jackson	Rose
Washington	Pearce
Livingston	Rush
Dickerson	
Jeter	

The vote was in favor.

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$300,000 of General Fund Unassigned Balance for legally obligated claims for the Richland County Risk Management Department – Mr. Jackson moved, seconded by Ms. Dixon, to table this item. The vote in favor was unanimous.

An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto – CMRTA FY14 Budget – Ms. Dickerson moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

- a. **CMRTA IGA** – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item. A discussion took place.

Mr. Rush made a substitute motion, seconded by Mr. Malinowski, to defer this item until the July 16th Council meeting.

<u>For</u>	<u>Against</u>
Dixon	Jackson
Malinowski	Rose
Washington	Pearce
Rush	Livingston
	Dickerson
	Jeter

The motion to defer failed.

The vote for approval was in favor.

- b. **CMRTA Resolution** – Ms. Dickerson moved, seconded by Mr. Rose, to approve this item. The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that Representative Todd Rutherford was in the audience.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; so as to abolish the Appearance Commission and to amend the Conservation Commission's responsibilities to include Appearance – Ms. Dickerson moved, seconded by Mr. Pearce, to approve this item. The vote was in favor.

SECOND READING

Small Local Business Enterprise ("SLBE") Program – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item. A discussion took place.

Mr. Jackson made a substitute motion, seconded by Mr. Washington, to accept the changes made at during the work session. A discussion took place.

Mr. Livingston moved, seconded by Ms. Dickerson, to call for the question. The vote was in favor.

The substitute motion failed.

The vote in favor was unanimous to give Second Reading approval to this item, incorporate changes from the work session into the ordinance and to request that Council members submit their suggested changes prior to Third Reading.

An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto – Mr. Livingston stated that the Economic Development Committee recommended approval. The vote in favor was unanimous.

Authorizing the Execution and Delivery of a First Amendment to the Infrastructure Credit Agreement by and among Richland County, South Carolina and Project PT, to provide for an extension of the Special Revenue Credit and to apply it to an additional investment commitment and additional job commitment by Project PT; and other matters thereto related – Mr. Livingston moved, seconded by M s. Dickerson, to defer this item. The vote in favor was unanimous.

Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for a Fee-in-Lieu of Ad Valorem Taxes; and other related matters – Mr. Livingston stated that the Economic Development Committee recommended approval. The vote in favor was unanimous.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Department of Public Works Purchase of Small Motor Grader for Asphalt Crew – Mr. Malinowski moved, seconded by Mr. Jackson, to defer until after Executive Session.

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

Sunnyside Drainage Ditch Capital Improvement Project Right-of-Way Purchase and Transfer – Mr. Jackson stated that the committee recommended approval of this item. A discussion took place.

Mr. Malinowski moved, seconded by Mr. Rose, to approve this item with the contingency that SCDOT will provide a written statement that they are willing to accept maintenance responsibility once the project has been completed. The vote was in favor.

Review Priority Investment Areas in Council District One – Mr. Jackson stated that the committee recommended approval of the committee's recommendation to review all Council districts. A discussion took place.

Mr. Malinowski made a substitute motion to move forward with the review of Council District One. The motion died for lack of a second.

The vote was in favor of the committee's recommendation.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Inmate Food Service Management Contract – Mr. Malinowski moved, seconded by Mr. Rush, to approve pending the recalculation of costs. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

An Ordinance to Amend the Master Agreement Governing the I-77 Corridor Regional Industrial Park to include additional properties [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval. The vote was in favor.

OTHER ITEMS

Report of the Hospitality Tax Review Committee:

- a. Discussion of Items Referred During Budget Process
- b. Working Definition of Tourist/Tourism
- c. \$44M in Tourism-Related Projects
- d. Review of May 13, 2013 Hospitality Tax Committee Memo
 1. Review Current Hospitality Tax Guidelines
- e. Development of Criteria to Measure Accountability for Oversight Purposes
- f. Feasibility Studies for Proposed Projects

Mr. Rose moved, seconded by Mr. Rush, to defer these items until the July 16th Council meeting. The vote in favor was unanimous.

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

CITIZENS' INPUT

No one signed up to speak.

MOTION PERIOD

- a. To present a resolution to the Richland County Sheriff's Department to acknowledge the Department being a recipient of the prestigious Freedom Award, which will be presented to them in Washington, DC [MALINOWSKI] – This item was referred to the A&F Committee.
- b. Any item on the consent agenda that is deferred should not be placed on the consent agenda when it is again placed on the agenda. The reason for a deferral is

usually because additional information is being sought, and the new or added information does not make the matter the same as was previously on the consent agenda [MALINOWSKI] – This item was referred to the A&F Committee.

- c. **Approve \$82,000 for Palmetto City Capital Classic [WASHINGTON]** – This item was referred to the Economic Development Committee.

ADJOURNMENT

The meeting adjourned at approximately 8:02 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Torrey Rush

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. City of Columbia Election Fee Agreement [**PAGES 19-20**]
- b. Richland Library Referendum

STATE OF SOUTH CAROLINA) FEE AGREEMENT
) BETWEEN RICHLAND COUNTY AND THE
) CITY OF COLUMBIA
 COUNTY OF RICHLAND) (Election Costs)

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2012 by and between Richland County, South Carolina (the “County”) and the City of Columbia, South Carolina (the “City”).

WHEREAS, the County, through its Richland County Board of Elections and Voter Registration, conducts elections for the City; and,

WHEREAS, the County and City wish to enter into a Fee Agreement for the conduct of such elections;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The County, through its Richland County Board of Elections and Voter Registration, shall conduct elections for the City. The City shall pay for all legitimate election expenses including, but not limited to, clerk and manager pay, paper ballot expenses, mailing costs, office supplies, rent for polling places, and County employee overtime, if necessary. The City also agrees to pay the County attorney’s fees and associated costs for any City primary, general election or special election related lawsuit or appeal in which the County or the Richland County Board of Elections and Voter Registration is a named defendant, if the lawsuit or appeal results from an act or omission of the City or relates to the City’s election process. Richland County agrees to pay the City attorney’s fees and associated costs for any City primary, general election or special election related lawsuit or appeal in which the City is a named defendant, if the lawsuit or appeal results from an act or omission of the County or relates to the County’s election process. Except as heretofore provided, the County and/or City will each bear their own attorney’s fees and associated costs for any City primary, general election or special election related lawsuit or appeal.

2. The County will, before each election and within a reasonable time to allow the City appropriate time for the budgetary process, provide an itemized estimate of expenses for such election. After the election, the County will invoice the City for all actual expenses incurred. Personnel expenses for County employees under this section shall be compiled at the hourly rate of the amount budgeted in the Annual County Budget, or at an overtime rate as applicable.

3. The City shall reimburse the County within 30 days of receipt of the invoice from the County.

4. The term of this Agreement shall be for a period of five (5) years commencing on the date of execution, and for such extension of time and upon such terms as may be mutually agreed upon.

5. The County or the City may terminate this agreement with thirty (30) days written notice to the other party.

6. In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

7. The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

8. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, the day and year first above written.

WITNESSES:

Tony McDonald, Administrator
on behalf of RICHLAND COUNTY

WITNESSES:

Teresa B. Wilson, City Manager
on behalf of CITY OF COLUMBIA

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Richland County Coroner's Office: International Association of Coroners & Medical Examiners Accreditation
- b. SCSPE Engineer of the Year Award [**PAGES 23-24**]
- c. Introduction of New Employees
- d. Sewer System RFP Inquiry



FOR IMMEDIATE RELEASE

July 10, 13

Contact: Sean M. Strub
(803)-771-4271
Sean@jma-associations.com

Ozbek Awarded Engineer of the Year

COLUMBIA, SC – The South Carolina Society of Professional Engineers has awarded Ismail Ozbek, P.E., the distinct honor of 2013 Engineer of the Year.

Ozbek was born in Turkey where he was one of eight siblings growing up in a construction environment, four of whom went on to dedicate their careers to Civil Engineering.

Ozbek currently is employed with Richland County Public Works as the County Engineer. Ozbek presently oversees and coordinates the work of 90 subordinates with an annual budget of \$12 million.

Since being there, Ozbek has been responsible for planning, administration and enforcement of County Development Regulations. He is also responsible for planning, organizing, and directing activities relating to engineering, stormwater, and roads and drainage divisions.

Ozbek serves on the SCSPE Board of Directors and is a past President of the SCSPE Columbia Chapter. Also, he served as President of ASCE SC Chapter and Midlands branch.

He was instrumental in the creation of the South Carolina Engineering Conference while serving on the Executive Boards of ASCE SC Chapter.

Ozbek is active in his community; he is a member of the South Carolina Vocational Rehabilitation Business Advisory Council along with numerous other organizations.

He is an Ankara State Academy of Engineering and Architecture in Ankara, Turkey graduate. Where he earned his Bachelor's of Science in Civil Engineering in 1979.

Attending the conference where the award was given was his brother, Dr. Gungor Ozbek, who was visiting from Turkey.

(Picture attached)



Ismail Ozbek – 2013 South Carolina Society of Professional Engineers Engineer of the Year

Richland County Council Request of Action

Subject

- a. REMINDER: Special Called Meeting, July 23rd - Immediately Following Zoning Public Hearing

Richland County Council Request of Action

Subject

- a. Jackie McKie

Richland County Council Request of Action

Subject

- a. Ordinance Authorizing the Execution and Delivery of a Fee and Special Source Credit Agreement by and among Richland County, South Carolina, Dayton Rogers of South Carolina, LLC and LBE Two, LLC providing for a payment of a Fee in Lieu of Taxes and other matters related thereto
- b. Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for Fee-in-Lieu of Ad Valorem Taxes; and other related matters
- c. Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto
- d. An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto

Richland County Council Request of Action

Subject

13-20MA
John Champoux
RU to RS-LD (6.75 Acres)
Knollside Drive
20500-06-18/21 & 20500-04-21 **[THIRD READING] [PAGES 28-29]**

Notes

First Reading: June 25, 2013
Second Reading: July 2, 2013
Third Reading:
Public Hearing: June 25, 2013

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-13HR

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 PROPERTIES DESCRIBED AS TMS # 20500-06-18/21 & TMS # 20500-04-21 FROM RU (RURAL DISTRICTS) TO RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICTS); 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 properties described as TMS # 20500-06-18/21 and TMS # 20500-04-21 from RU (Rural District) zoning to RS-LD (Residential, Single-Family – Low 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 _____, 2013.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2011.

Michelle Onley
Clerk of Council

Public Hearing: June 25, 2013
First Reading: June 25, 2013
Second Reading: July 2, 2013 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

13-22MA
Terry Harris
7950 Bluff Rd.
RU to RC (12.79 Acres)
32400-02-25 [**THIRD READING**] [**PAGES 30-31**]

Notes

First Reading: June 25, 2013
Second Reading: July 2, 2013
Third Reading:
Public Hearing: June 25, 2013

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-13HR

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 # 32400-02-25 FROM RU (RURAL DISTRICT) TO RC (RURAL 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 # 32400-02-25 from RU (Rural District) zoning to RC (Rural 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 _____, 2013.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2013.

Michelle M. Onley
Clerk of Council

Public Hearing: June 25, 2013
First Reading: June 25, 2013
Second Reading: July 2, 2013 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto
[THIRD READING] [PAGES 32-73]

Notes

First Reading: June 18, 2013
Second Reading:
Third Reading:
Public Hearing:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$250,000,000 GENERAL OBLIGATION BONDS AND \$50,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, IN ONE OR MORE YEARS, WITH APPROPRIATE SERIES DESIGNATIONS, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND AND THE NOTES; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS AND THE NOTES; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) Pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended a referendum (the “Referendum”) was held in the County on November 6, 2012, in which the following questions were submitted to the qualified electors of the County:

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Richland County, South Carolina (the “County”) for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first. The sales tax revenue will be used to pay the costs of administrative expenses and the following projects:

Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.
Amount: \$656,020,644

Project 2: Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.
Amount: \$300,991,000

Project 3: Improvements to pedestrian sidewalks, bike paths, intersections and greenways.
Amount: \$80,888,356

YES

NO

QUESTION 2

I approve the issuance of not exceeding \$450,000,000 of general obligation bonds of Richland County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-two (22) years, to fund projects from among the categories described in Question 1 above.

YES

NO

The Referendum was duly conducted and a majority of the qualified electors of the County voted in favor of the imposition of the sales and use tax (the “Sales and Use Tax”) and the issuance of the general obligation bonds.

(f) Pursuant to Section 4-37-30 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. 039-12HR and the successful results of the Referendum, the Sales and Use Tax was imposed in the County on May 1, 2013.

(g) Pursuant to the Referendum question, after deducting administrative expenses and the amount of \$300,991,000 committed to the continued operation of mass transit services, the total of \$736,909,000 or 71% of the proceeds of the Sales and Use Tax is available for debt service on the Notes and the Bonds (the “Available Revenue”).

(h) Article X, Section 14 of the Constitution further provides that general obligation bond anticipation notes may be issued in anticipation of the proceeds of general obligation bonds which may lawfully be issued under such terms and conditions that the General Assembly may prescribe by law.

(i) Pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended (“Title 11, Chapter 17”), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds. Such provisions also provide that if any approval be necessary prior to the issuance of bonds by the county, the county must obtain the same approval prior to the issuance of temporary financing provided therein.

(j) Pursuant to a Resolution adopted by the County Council on November 13, 2012, the County has adopted Written Procedures Related to Tax-Exempt Debt.

(k) It is in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bonds in an amount of not to exceed \$250,000,000 to fund the projects approved in the Referendum; to retire any outstanding bond anticipations note, and to pay costs of issuance of the bonds.

(l) Pending the issuance and sale of general obligation bonds, it is necessary and in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bond anticipation notes in an amount of not to exceed \$50,000,000 for the purposes of funding the projects approved in the Referendum; and to pay costs of issuance of the bond anticipation notes.

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 \$250,000,000 aggregate principal amount of general obligation bonds of the County to be designated “\$(amount issued) General Obligation Bonds, (appropriate series designation), of Richland County, South Carolina” (the “Bonds”) for the purpose of retiring any outstanding bond anticipation notes, to fund the projects approved in the Referendum, and to pay costs of issuance of the Bonds.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator of the County (the “Administrator”) at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator; provided, however, the Administrator is directed to structure the repayment of the Bonds so as to insure that all debt service on the Bonds can be paid in full from Available Revenues.

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. Authorization and Details of Notes. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$50,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, in one or more series, in one or more years, with appropriate series designations, to be designated “(amount issued) General Obligation Bond Anticipation Notes, (appropriate series designation) of Richland County, South Carolina”(the “Notes”) to fund the projects approved in the Referendum, and to pay costs of issuance of the Notes.

The Notes shall be issued as fully registered Notes registerable as to principal and interest; shall be dated as of their date of delivery to the initial purchaser(s) thereof; shall bear interest from their dated date payable at maturity at such rate or rates as may be determined by the County Council at the time of sale thereof.

Both the principal of and interest on the Notes 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 4. Approval by County Council; Delegation of Authority Relating to the Bonds. County Council shall by written resolution approve the issuance and sale of each series of bonds. Subject to County Council's approval, County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority with respect to each Series of Bonds: (a) to determine the par amount of 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 bidders therefor in accordance with the terms of the Notices of Sale for each series of Bonds.

After the sale of each series of 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 each series of Bonds.

SECTION 5. Delegation of Authority Relating to the Notes. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the par amount of the Notes; (b) to determine the maturity date of the Notes; (c) to determine redemption provisions, if any, for the Notes; (d) the date and time of sale of the Notes; (e) to receive bids on behalf of the County Council; and (g) to award the sale of the Notes to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Notes.

After the sale of the Notes, 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 Notes.

SECTION 6. Registration, Transfer and Exchange of Bonds and Notes. 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 and Notes. 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 and Notes under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond and Note 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 Bonds, Bonds, Note or Notes, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bonds or Notes surrendered in exchange for a new registered Bond and Note 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 and Note shall be registered upon the registry books as the absolute owner of such Bond and Note, whether such Bond and Note shall be overdue or not, for the purpose of receiving payment of the

principal of and interest on such Bond and Note 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 and Notes, 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 and Note 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 7. 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 8. Mutilation, Loss, Theft or Destruction of Bonds or Notes. In case any Bond or Note 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 or Note 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 or Note, 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 or Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or Note 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 or Note in lieu of which such duplicate Bond or Note 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 or Note shall be borne by the applicant therefor.

SECTION 9. Execution of Bonds and Notes. The Bonds and Notes 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 Interim 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 or Notes may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds or Notes in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds or Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond and Note shall bear a certificate of authentication manually executed by the Registrar.

SECTION 10. Form of Bonds and Notes. The Bonds and Notes shall be in substantially the form attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by reference.

SECTION 11. Security for Bonds. A sufficient amount of the Available Revenue received by the County from the Sales and Use Tax is 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 (the “Pledged Revenues”). Also, 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. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, 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.

SECTION 12. Security for Notes. The Notes shall constitute general obligations of the County and the proceeds of the Bonds are irrevocably pledged to the payment of the Notes. Additionally, the Pledged Revenues received by the County from the Sales and Use Tax are pledged, as well as the full faith, credit and taxing power of the County.

SECTION 13. 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; 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 14. Exemption from State Taxes. Both the principal of and interest on the Notes and 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 15. Eligible Securities. The Bonds and Notes initially issued (the “Initial Notes” or 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 or Notes of the same maturity or any integral multiple of \$5,000.

The Initial Bonds or Notes shall be issued in fully-registered form, one Bond or Note for each of the maturities of the Bonds or Notes, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Notes or 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 Notes 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 Notes, 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 or Notes 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 Bond or Notes 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 or Notes by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Notes or Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds or Notes 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 or Notes will be issued as one single fully-registered Bond or Note and not issued through the book-entry system.

SECTION 16. Sale of Bonds and Notes, Form of Notice of Sale. The Bonds and Notes shall be sold at public sale. Notice of Sale in substantially the forms attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale for the Bonds 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 17. 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 and Notes, respectively, 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 and Notes, respectively, so that it may be provided to the purchaser of the Bonds and Notes.

SECTION 18. 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 19. 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 and Notes to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 20. 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;
- (b) A portion will be used to retire any outstanding Notes; and
- (b) The balance of the proceeds shall be applied for the costs of the Referendum-approved projects and the costs and expenses of issuing the Bonds.

The proceeds derived from the sale of the Notes 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 Notes.

SECTION 21. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds, the Notes 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 22. 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 and Notes 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 23. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds and Notes 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 or Noteholders 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 and Notes. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds and Notes shall be made which, if such use had been reasonably expected on the date of issue of the Bonds and Notes would have caused the Bonds or Notes 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 24. 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, Interim Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A., The Law Office of Ernest W. Cromartie III, LLC, and The Rutherford Law Firm, LLC as co-bond counsel and Southwest Securities, Inc., as Financial Advisor in connection with the issuance of the Notes and the Bonds. The County Attorney's office shall select co-disclosure counsel for each of the Notes and the Bonds and shall require co-bond counsel and co-disclosure counsel to participate in a mentoring program which shall allow local small minority law firms to gain experience and capacity in legal issues relating to the issuance of general obligation bonds and the transportation bonds in particular. 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 Notes and 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.

Enacted this ____ day of _____, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2013:

Interim 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 _____

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.

A sufficient amount of the Available Revenue (as defined in the ordinance authorizing the Bonds) received by the County from the Sales and Use Tax (as defined in the ordinance authorizing the Bonds) is 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 (the "Pledged Revenues"). Also, 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. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, 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.

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; the results of a successful referendum; and Ordinance No. _____ duly enacted by the County Council on _____, 2013.

[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 Interim 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:

Interim 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 Interim Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Interim Clerk, County Council

FORM OF NOTE

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 RICHLAND COUNTY
 GENERAL OBLIGATION BOND ANTIICIPATION NOTE
 SERIES _____

No. R-

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the registered owner hereof, the principal sum of _____ Dollars (\$_____) at the principal office of _____, in the City of _____, State of _____ on the ___ day of _____, 2013, and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on said principal sum from the date hereof, at the rate of _____%, payable upon the maturity of this note. This note is not subject to prepayment prior to its maturity.

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

This note represents a series of general obligation bond anticipation notes (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; Title 59, Chapter 71, Code of Laws of South Carolina, 1976, as amended, the successful results of a referendum; and an ordinance duly enacted by County Council on _____, 2013 (the “Ordinance”). The proceeds to be derived from the sale of bonds are irrevocably pledged for the payment of the principal of and interest on the Notes.

The Notes are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Ordinance. One certificate registered in the name of the Securities Depository Nominee is being issued and is required to be deposited with the Securities Depository. The book-entry system will evidence positions held in the Notes by the Securities Depository’s participants, beneficial ownership of the Notes in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be

effected on the records of the Securities Depository on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its Participants.

_____ as Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of the Notes, as the owner of the Notes for all purposes, including payments of principal of and redemption premium, if any, and interest on the Notes, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Notes by Participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The County and Registrar/Paying Agent will not be responsible or liable for such transfers of payment or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of the Notes, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on the Notes shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.

This note and the interest hereon are exempt from all State, county, municipal, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes but the interest on this note may be included for certain franchise fees or taxes.

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, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Interim Clerk to County Council

[FORM OF REGISTRAR/PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

[REGISTRAR/PAYING AGENT] as Registrar/Paying Agent

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Note, 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
Act _____
(state)

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

(FORM OF ASSIGNMENT)

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

(Name and Address of Transferee)

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

Dated: _____

Signature Guaranteed

(Authorized Officer)

Signature must be guaranteed by
a participant in the Securities Transfer
Agent Medallions Program (STAMP)

Notice: The signature to the assignment must correspond
with the name of the registered owner as it appears
upon the face of the within Note in every particular,
without alteration or enlargement or any change
whatever

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2014, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds of the County (the "Bonds").

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

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of W. Anthony McDonald, County Administrator, fax number (803) 576-2138.

Electronic Bids: Electronic proposals must be submitted through i Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849 5021.

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 _____, 2014; 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: Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

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

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

Security: A sufficient amount of the Available Revenue (as defined in the ordinance authorizing the Bonds) received by the County from the Sales and Use Tax is 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 (the "Pledged Revenues"). Also, 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. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, 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 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 _____, 2014, 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 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.

RICHLAND COUNTY, SOUTH CAROLINA

s/ _____

Chair, County Council

FORM OF NOTICE OF SALE

NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES _____
OF RICHLAND COUNTY, SOUTH CAROLINA

Sealed, facsimile and electronic bids for the purchase of all but not part of the above notes (the "Notes") will be received by Richland County, South Carolina (the "County"), in the case of sealed and facsimile bids, at the offices of the County Administrator, 2020 Hampton Street, Columbia, South Carolina, and in the case of electronic bids, via PARITY (as explained below) until _____ (Eastern Time) on _____, _____, 2013.

BID SUBMISSION: Sealed and facsimile bids must be submitted on bid forms furnished by the County. Sealed bids shall be enclosed in a sealed envelope marked on the outside "Proposal for the Purchase of the County of Richland County, South Carolina, \$ _____ General Obligation Bond Anticipation Notes, Series _____." Bids submitted by facsimile should be preceded by a cover sheet addressed to the Superintendent and should be sent only once to (803) 576-2138. Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 404-8102. The County, McNair Law Firm, P.A. and Southwest Securities, Inc. shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

GOOD FAITH DEPOSIT: No good faith deposit will be required.

NOTE DETAILS: The Notes will be issued in book-entry form in the denomination of \$5,000 or any integral multiple thereof. The Notes will be dated as of _____, 2013, the expected date of delivery, and due on _____, 2014. Interest, calculated on the basis of a 360-day year of twelve 30-day months, will be payable at maturity on _____, 2014.

REDEMPTION PROVISIONS: The Notes are not subject to optional redemption prior to maturity.

RATINGS: Moody's and S&P ratings have been applied for.

INTEREST RATES: Bidders must specify the fixed rate of interest the Notes shall bear according to the following restrictions: (a) the interest rate may not exceed six percent (6%) and (b) the interest rate specified must be a multiple of 1/100th of one percent.

REGISTRAR/PAYING AGENT: Within twenty-four hours of the sale of the Notes, the County will designate a registrar/paying agent (the "Registrar/Paying Agent") for the Notes.

BASIS OF AWARD: The Notes will be awarded to the responsive bidder whose bid results in the lowest NET INTEREST COST (the “NIC”) to the County. The NIC will be calculated as the total interest from _____, 2013 to _____, 2014, minus any premium. If two or more bids provide for the same lowest NIC, the County shall award the bid to the bidder whose bid is in the best interest of the County to be determined by the County in its sole discretion, and such determination shall be final. Any bid for less than par will be rejected. The County reserves the right to reject any and all bids and to waive informalities in any or all bids.

In order to calculate the yield on the Notes for federal tax law purposes and as a condition precedent to the award of the Notes, the successful bidder will be required to disclose to the County the price (or yield to maturity) at which the Notes will be reoffered to the public.

The Notes will be awarded or all bids will be rejected by no later than 2:00 P.M. (Eastern Time) on the day bids are opened, _____, 2013

SECURITY: The full faith, credit and taxing power of the County and the proceeds derived from the sale of bonds are pledged to the payment of the principal of and interest on the Notes.

AUTHORIZATION: The Notes are being issued pursuant to Article X, Section 15 of the Constitution of the State of South Carolina, Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, the favorable results of a referendum, and a resolution duly adopted by the County Council of the County on _____, 2013.

INTEREST AND PRINCIPAL PAYMENTS: Payment of principal of and interest on the Notes will be made directly by the Registrar/Paying Agent to Cede & Co., as the registered owner of the Notes and nominee for The Depository Trust Company (“DTC”), on _____, 2013, in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Notes, but neither the failure to print such numbers on the Notes nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Notes.

DELIVERY AND PAYMENT: Delivery of the properly executed Notes is expected to be made through DTC on or about _____, 2013. Payment for the Notes shall be made in immediately available funds.

OFFICIAL STATEMENT: The Preliminary Official Statement, dated _____, 2012, has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with the Rule.

LEGAL OPINION AND CLOSING CERTIFICATES: The County will furnish upon delivery of the Notes: a Receipt for the Notes; a Signature and No-Litigation Certificate; a Rule 15c2-12 Certificate; a Federal Tax Certificate, and the approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, as Bond Counsel, all without cost to the purchasers.

INFORMATION FROM PURCHASER: At or before delivery, the purchaser of the Notes shall provide a certificate to the County in a form acceptable to Bond Counsel stating the information necessary to enable the County to determine the issue price of the Notes as defined in Section 1273 or 1274 of the Internal Revenue Code of 1986, as amended.

ADDITIONAL INFORMATION: The Preliminary Official Statement, Official Notice of Sale and Official Bid Form of the County with respect to the Notes are available via the internet at <http://www.i-dealprospectus.com> and will be furnished to any person interested in bidding for the Notes upon request to Francenia B. Heizer, McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Notes. For additional information, please contact the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, telephone (803) 799-9800, e-mail: fheizer@mcnair.net

_____, 2013

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

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

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.

[“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 [Bonds] [Notes] and the 9-digit CUSIP numbers for all [Bonds][Notes] 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 [Bonds] [Notes] (including persons holding [Bonds] [Notes] through nominees, depositories or other intermediaries) or (b) treated as the owner of any [Bonds][Notes] 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.

[“Notes” means the bond anticipation notes as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.]

“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 [Bonds][Notes] (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 [Bonds][Notes], as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the [Bonds][Notes] 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, 2013][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. on the first business day following the Annual Filing Date 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: [TO BE PROVIDED]. 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 [Bonds][Notes] 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 [Bonds][Notes], or other material events affecting the tax status of the [Bonds][Notes];
- vii. Modifications to rights of [Bond][Note] holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the [Bonds][Notes], 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 [Bonds][Notes] and the 9-digit CUSIP numbers for the [Bonds][Notes] 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 [Bonds][Notes] upon the legal defeasance, prior redemption or payment in full of all of the [Bonds][Notes], when the Issuer is no longer an obligated person with respect to the [Bonds][Notes], 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 [Bonds][Notes]. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

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

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

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

(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 [Bonds][Notes] and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

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

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the [Bonds][Notes], the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the [Bonds][Notes], 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: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
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 [Bonds][Notes] 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:

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, July 16, 2013, 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 (the "Ordinance") providing for the issuance and sale of not to exceed \$250,000,000 General Obligation Bonds (the "Bonds") and \$50,000,000 General Obligation Bond Anticipation Notes (the "Notes"), in one or more series in one or more years, with appropriate series designations, of the County, the proceeds of the Notes and Bonds will be used for: (i) funding the projects approved in the referendum held in the County on November 6, 2012, imposing a one percent (1%) sales and use tax (the "Sales and Use Tax") , the proceeds of the Bonds will also be used to retire the Notes, (ii) paying costs of issuance of the Notes and Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The proceeds of the Bonds will be irrevocably pledged for the payment of the Notes. A sufficient amount of the Available Revenue (defined in the Ordinance) received by the County from the Sales and Use Tax is 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. Also, 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. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, 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.

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.

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

Richland County Council Request of Action

Subject

Ordinance Authorizing the Execution and Delivery of a Fee and Special Source Credit Agreement by and among Richland County, South Carolina, Dayton Rogers of South Carolina, LLC and LBE Two, LLC providing for a payment of a Fee in Lieu of Taxes and other matters related thereto **[PAGES 74-106]**

Notes

First Reading: February 19, 2013

Second Reading: May 21, 2013

Third Reading:

Public Hearing:

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

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AND SPECIAL SOURCE CREDIT AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, DAYTON ROGERS OF SOUTH CAROLINA, LLC AND LBE TWO, LLC PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, Dayton Rogers of South Carolina, LLC, a limited liability company organized and existing under the laws of the State of Minnesota ("Dayton Rogers") and LBE Two, LLC, a limited liability company organized under the laws of the State of Minnesota ("LBE Two"), each authorized to do business in the State of South Carolina (Dayton Rogers and LBE Two may be referred to collectively hereinafter as the "Company") intend to invest in the establishment of a manufacturing facility through the acquisition of land, a building, and improvements thereon (the "Land and Building"); and the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and a portion of which are eligible for inclusion as economic development property, the total cost of which is estimated to be \$12,260,000 over five years and result in the creation of 132 new, full time jobs (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, pursuant to an Inducement Resolution dated as of February 19, 2013, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the initial investment period (and any investment period extension to which the County and the Company agree) and the provision of a 5 year, 25% special source revenue credit on the portion of the Project constituting machinery and equipment; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name

of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

First Reading:	February 19, 2013
Second Reading:	May 21, 2013
Public Hearing:	July 16, 2013
Third Reading:	July 16, 2013

Dated this ____ day of July, 2013.

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____
Kelvin E. Washington, Chair of
County Council
Richland County, South Carolina

(SEAL)

ATTEST:

Michelle Onley, Interim Clerk to County Council
Richland County, South Carolina

FEE AGREEMENT
AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

Among

RICHLAND COUNTY, SOUTH CAROLINA

and

DAYTON ROGERS OF SOUTH CAROLINA, LLC

and

LBE TWO, LLC

Dated as of _____, 2013

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2013 by and among RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Richland County Council (the "County Council") as the governing body of the County, and DAYTON ROGERS OF SOUTH CAROLINA, LLC, a limited liability company organized and existing under the laws of the State of Minnesota (the "Company") and LBE TWO, LLC, a limited liability company organized under the laws of the State of Minnesota ("LBE Two").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company and LBE Two to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Clawback Minimum Requirements” shall mean an investment of at least \$12,260,000 in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial Development Park) by the Company, LBE Two, and any Sponsors and the creation of at least 132 new, full time jobs by the Company.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County, the Company and LBE Two enter into this Fee Agreement.

“Company” shall mean Dayton Rogers of South Carolina, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“County Council” shall mean the Richland County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s or LBE Two’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company and LBE Two in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company and LBE Two for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Existing Improvements” shall mean the building and other existing improvements and personal property (if any) of the date hereof located on the Real Property, and which have previously been subject to ad valorem taxation and which are or will be owned by LBE Two.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes, as a result of this Agreement.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements and Equipment, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company and LBE Two pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company, and LBE Two and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“LBE Two” shall mean LBE Two, LLC a Minnesota limited liability company which will own the Existing Improvements, the Real Property, and the Equipment.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County and that the Company and/or LBE Two determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2013 or thereafter (provided that the Real Property, although previously subject to ad valorem taxation, may qualify as a part of the Project to the extent permitted by the Act).

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company and LBE Two shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and LBE Two, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company and LBE Two in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces

any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company including LBE Two, and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company and LBE Two will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company and LBE Two, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company and LBE Two in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company and LBE Two.

ARTICLE II **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

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

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company and LBE Two selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 493.1 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2012, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement or the creation of the Industrial Development Park.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company and LBE Two. The Company, and LBE Two each hereby represents, warrants, and agrees as follows:

(a) The Company and LBE Two are in good standing under the laws of the State of Minnesota, are (or will be when required by law) duly authorized to transact business in the State of South Carolina, each has power to enter into this Fee Agreement, and each has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing metal parts for the wholesale market, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company and LBE Two will use commercially reasonable efforts to ensure that the investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

ARTICLE III **COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.1 The Project. The Company and LBE Two intend to invest in Equipment and Improvements, which together comprise the Project and which are anticipated to create at least the Clawback Minimum Requirements in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company or LBE Two from one or more Sponsors under any form of lease, then such property shall, at the election of the Company or LBE Two, be subject to FILOT Payments to the same extent as the Company’s or LBE Two’s assets covered by this Fee Agreement, subject, at all

times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company, LBE Two and the County hereby agree that the Company and LBE Two shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company and LBE Two selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and LBE Two shall not be obligated to complete the acquisition of the Project. However, if the Company and LBE Two do not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

The Company, LBE Two and the County agree that the Existing Improvements do not constitute Economic Development Property.

Section 3.2 Diligent Completion. The Company and LBE Two agree to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company and LBE Two shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company and LBE Two shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

(c) The Company and LBE Two shall provide annually the information required by the Resolution adopted by the County Council on December 14, 2010, a copy of which is attached hereto as Exhibit B.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1 **Negotiated Payments.**

(a) Pursuant to Section 12-44-50 of the Act, the Company and LBE Two are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company and LBE Two anticipate an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County, the Company and LBE Two have negotiated the amount of the FILOT Payments in accordance therewith. The Company and LBE Two shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and LBE Two shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company or LBE Two obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and LBE Two if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company and LBE Two to make annual fee payments.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2012, which is 493.1 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company and LBE Two to make annual fee payments.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company and LBE Two with the benefits to be derived herefrom, the intention of the County being to offer the Company and LBE Two a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and LBE Two shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and LBE Two. Any amount determined to be due and owing to the County from the Company and LBE Two, with respect to a year or years for which the Company and LBE Two previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company and LBE Two would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company and LBE Two had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company, LBE Two nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses in connection with the Project of the Company and LBE Two during the Investment Period shall qualify for a 5 year, 25% Infrastructure Credit. The Company and LBE Two shall receive an annual credit in an amount equal to 25% of the FILOT revenues generated by the Project assets subject to the FILOT (i.e. excluding the Existing Improvements) as reported on the Company's and LBE Two annual Schedule S of the PT-300 to partially offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied as a setoff against the FILOT generated by the Project, pursuant to the MCIP Act and owed for the then current year by the Company and LBE Two.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property and the Existing Improvements (without regard to depreciation) does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company and LBE Two shall pay the County an amount (the “Additional Payment”) pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and LBE Two would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and LBE Two has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) In the event that the Company (together with the investments by LBE Two) fails to reach a minimum investment level of \$12,600,000 and reach a full time employment level of 132 jobs, all as measured on December 31, 2018, the Company and LBE Two shall repay the savings realized by the Infrastructure Credit provided in Section 4.1(c) hereof to the County within 60 days of such determination (the “Additional Payment”). The investment level shall be measured by the total investment listed on the Company and LBE Two’s annual property tax or FILOT return. The job level shall be measured by the Company providing the County a copy of its payroll as of December 31, 2018 (with any confidential information redacted) no later than the date the annual property tax return or FILOT returns are due. The FILOT shall continue for as long as the capital investment in the Project is at least \$5,000,000 and the Company has created at least 50 new, full time jobs.

(c) The remedies stated herein shall be the County’s sole remedies for the Company’s and LBE Two’s failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company or LBE Two elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or LBE Two otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company or LBE Two shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of

Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company and LBE Two shall no longer be entitled to the incentive provided in Section 4.1, and the Company and LBE Two shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company and LBE Two will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company and LBE Two shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company and LBE Two shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company or LBE Two shall be entitled to terminate this Fee Agreement. The Company and/or LBE Two shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company and LBE Two does not elect to terminate this Fee Agreement, the Company and LBE Two may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company and LBE Two. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company or LBE Two to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company or LBE Two elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company or LBE Two, the Company or LBE Two shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company or LBE Two may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company or LBE Two may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company and LBE Two shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company and LBE Two utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s and LBE Two’s operations may result in substantial harm to the Company and LBE Two and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company and LBE Two acknowledge that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company and LBE Two shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company and LBE Two than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company and LBE Two may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company and LBE Two to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company and LBE Two may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company and LBE Two agree to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor LBE Two, nor any Sponsor shall ever be

required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company, LBE Two, or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation.

ARTICLE V DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or LBE Two to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however,* that the Company or LBE Two shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company or LBE Two to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company and LBE Two specifying such failure and requesting that it be remedied, unless the Company or LBE Two shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or LBE Two is diligently pursuing corrective action; or

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

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company or LBE Two to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

(f) A closure of the Company’s operations in the County, to include a layoff of all of the Company’s employees at its facility located within the County, as well as a ceasing of operations at the facility, for 120 continuous business days.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company or LBE Two shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company or LBE Two be liable to the County or otherwise for monetary damages resulting from the Company's or LBE Two's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and/or LBE Two may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY OR LBE TWO:

Dayton Rogers of South Carolina, LLC

Attn: _____

LBE Two, LLC

Attn: _____

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.

Attn: Edward G. Kluiters

P.O. Box 11889

Columbia, SC 29211

IF TO THE COUNTY:

Richland County Economic Development Office

Attn: Nelson Lindsay, Director

1201 Main Street, Suite 1400

Columbia, SC 29201

WITH A COPY TO:

Ray E. Jones, Esquire

Parker Poe Adams & Bernstein LLP

PO Box 1509

Columbia, SC 29202-1509

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, LBE Two, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company or LBE Two, to the extent any expense is incurred, the County agrees to execute and deliver to the Company or LBE Two such additional instruments as the Company or LBE Two may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and LBE Two with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and LBE Two the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company, LBE Two, and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company or LBE Two with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company or LBE Two (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company or LBE Two equal to the amount that the Company or LBE Two would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company and LBE Two shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from

governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's and LBE Two's reasonable control.

Section 6.10 Termination by Company or LBE Two. The Company and LBE Two are authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. Following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement, and the Company's and LBE Two's obligation to make negotiated fee in lieu of tax payments under this Fee Agreement shall terminate.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company or LBE Two from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 6.15 Indemnification.

(a) Except as provided in Section 6.15(b) hereof, the Company shall indemnify and save the County, its past, present and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising or relating to the County's execution or delivery of this Fee Agreement and any other documents reasonably necessary to effect the intent of this Fee Agreement, the transactions contemplated by this Fee Agreement, and any related procedural documents and amendments entered into with respect to the Project (collectively, "Transaction Documents") or performance of the County's obligations under the Transaction Documents, or the administration of its duties pursuant to the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents, but only to the extent that the County has relied upon or

based its actions on erroneous information provided or represented by the Company. If such a claim is made against any Indemnified Party, then subject to the provisions of Section 6.15(b) through Section 6.15(e) hereof, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (1) occasioned by the acts or omissions of that Indemnified Party, which are unrelated to the County's execution of the Transaction Documents, the performance of the County's obligations under the Transaction Documents, or the administration of the County's duties under the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents; (2) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct; or (3) arising from (i) the County's customary performance and administration of its obligations and duties in connection with its operation of the County's governmental functions outside of the County's execution of the Transaction Documents, (ii) the County's performance of its obligations under the Transaction Documents, or (iii) the County's administration of its duties under the Transaction Documents.

(c) An Indemnified Party may not avail itself of the indemnification provided in Section 6.15 hereof unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following the notice required by Section 6.15 hereof, the Company shall resist or defend against any such claim or demand, action or proceeding, at its expense, using counsel of its choice. To the extent permitted by law, the Indemnified Party shall, in such an action or proceeding, assist the Company in asserting all lawful defenses, including, without limitation, sovereign immunity. Nothing herein shall be construed as a waiver or diminishment of any sovereign immunity available to any Indemnified Party under the laws of the State. The Company is entitled to manage and control the defense of or respond to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party, which consent shall not be unreasonably withheld. In the event that such consent is unreasonably withheld and such action results in additional expense or cost to the Company, that Indemnified Party shall be liable for such additional expense or cost. To the extent any Indemnified Party desires to use separate counsel for any reason, other than an unwaivable conflict of interest, as determined under the South Carolina Rules of Professional Conduct, that Indemnified Party is responsible for its independent legal fees.

Section 6.16 The indemnity covenants specified in Section 6.15(a) hereof will remain in effect only until the completion or termination of the incentives as contemplated by the Transaction Documents, including any extensions thereto, plus a period equal to the statute of limitations applicable to any such claims. The indemnity covenants specified in this Section 6.15

shall survive the completion or termination of the incentives as contemplated by the Transaction Documents, including any extensions thereto.

Section 6.17 Administrative Fees. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including, without limitation, reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees billed at the hourly rate customarily charged to the County, incurred by the County with respect to: (i) the negotiation and execution of this Fee Agreement; (ii) the negotiation and execution of all other documents related to this Fee Agreement and any other related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. The Company shall not be required to pay Administrative Expenses in excess of \$5,000.

(Signature Page Follows)

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

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____
Kelvin E. Washington, Chair of
County Council
Richland County, South Carolina

ATTEST:

Michelle Onley, Interim Clerk to County Council
Richland County, South Carolina

**DAYTON ROGERS OF SOUTH
CAROLINA, LLC**

Signature: _____
Name: _____
Title: _____

LBE TWO, LLC

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

1020 2nd Avenue, Columbia, Richland County, South Carolina.

TMS # 13512-03-01 And -04

**EXHIBIT B
RESOLUTION**

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

BY: 
Paul Livingston, Chair

ATTEST this the 5 day of
January 2010. 2011


Michelle Onley, Assistant Clerk of Council

Richland County Council Request of Action

Subject

Small Local Business Enterprise ("SLBE") Program [**PAGES 107-147**]

Notes

First Reading: May 21, 2013

Second Reading:

Third Reading:

Public Hearing:

SMALL LOCAL BUSINESS ENTERPRISE (“SLBE”) PROGRAM
[An Ordinance to Amend Article X of the Richland County, SC Code by adding a
new Division 7 as follows]

(7-2-13 Draft)

DIVISION 7. SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS

Sec. 2-639. General Provisions.

(a) *Purpose*

The purpose of this division is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural & engineering services, professional services, non-professional services, and commodities. The Small Local Business Enterprise (“SLBE”) Program also furthers the County’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the County’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in County contracts. Moreover, the SLBE Program provides additional avenues for the development of new capacity and new sources of competition for County contracts from the growing pool of small and locally based businesses.

(b) *Scope and Limitations*

This SLBE Program may be applied by the County on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions*

Affirmative Procurement Initiatives – refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding / insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

Award – the final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the County to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid (“ITB”) or request for proposal (“RFP”) process.

(Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

Bid Incentives – additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities including change orders and amendments.

Centralized Bidder Registration System (“CBR”) -- a web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., “Spend” or “Payments”) on County contracts.

County – refers to the County of Richland, South Carolina.

Commercially Useful Function – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

Emerging SLBE – an emerging firm that meets all of the qualifications of a Small Local Business Enterprise, and that is less than five years old, but has no more than five full-time employees and annual gross sales as averaged over the life of the firm that are less than \$1 million.

Goal – a non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract-by-contract basis by either the Director of Procurement or a Goal Setting Committee.

Goal Setting Committee – a committee established by the Director of Procurement for the County (including a representative of the Purchasing Department and a representative of the end-user agency) and chaired by the Director of Procurement that establishes SLBE Program goals and selects appropriate SLBE Affirmative Procurement Initiatives to be applied to each contract for the County based upon industry categories, vendor availability, and project-specific characteristics. The Director of Procurement may establish as many as five separate Goal Setting Committees (i.e., one for each industry category).

Good Faith Efforts – documentation of the Bidder’s intent to comply with SLBE Program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the Bidder’s commitment to comply with SLBE Program goals as established by the Director of Procurement or a Goal Setting Committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE Program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the County web site; solicitations of bids from all qualified SLBE firms listed in the County’s SLBE Directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

Graduation – An SLBE firm permanently graduates from the County’s SLBE program when it meets the criteria for graduation set forth in this policy.

Independently Owned, Managed, and Operated – ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

Industry Categories – procurement groupings for County contracts for purposes of the administration of Affirmative Procurement Initiatives shall be inclusive of Architectural & Engineering, Construction, Professional Services, and Non-professional Services, and Commodities procurements. Industry Categories may also be referred to as “business categories.”

Joint Venture - an association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Local Business Enterprise (“LBE”) - a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina. This definition is subsumed within the definition of Small Local Business Enterprise.

Non-professional Services – non-construction, non-architectural, and non-engineering services that are other than Professional Services, and such “other” services that do not require any license or highly specialized training and credentials to perform.

Points – the quantitative assignment of value for specific evaluation criteria in the selection process.

Prime Contractor – The vendor or contractor to whom a purchase order or contract is awarded by the County for purposes of providing goods or services to the County.

Principal Place of Business – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

Professional Services – any non-construction and non-architectural & engineering services that require highly specialized training and / or licensed credentials to perform, such as legal, accounting, scientific, technical, insurance, investment management, medical, or real estate services.

Responsive - a firm’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE Program requirements.

Sheltered Market – An Affirmative Procurement Initiative designed to set aside a County contract bid for bidding exclusively among SLBE firms.

Significant Employee Presence – no less than twenty-five percent of a firm’s total number of full and part-time employees are domiciled in Richland County.

Small Local Business Enterprise (“SLBE”) – an independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a “Small Business Enterprise” and a “Local Business Enterprise.”

SLBE Plan Execution Certification (SLBE Form – C) - The form certifying the general contractor’s intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

SLBE Directory - A listing of the small local businesses that have been certified by the Purchasing Department for participation in the SLBE Program.

SLBE Certification/Re-certification Application (SLBE Form – R) – This form shall be completed by Small Local Business Enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the County’s Small Local Business Enterprise Program. This form shall be completed every two years by certified Small Local Business Enterprises by the anniversary date of their original certification.

SLBE Schedule for Subcontractor Participation (SLBE Form – S) – This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be reviewed and approved by the Director of Purchasing before contract award.

SLBE Unavailability Certification (SLBE Form – U) - This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

Small Business Enterprise (“SBE”) a small business enterprise is any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is independently owned and operated, that is not a subsidiary of another business, and that is not dominant in its field of operation; and that also meets the following size standard limitations: (1) the SBE must have no more than ~~ten~~ **fifty** full-time employees; and (2) the SBE must have annual gross revenues within its largest primary NAICS commodity code as averaged over its most recent past three fiscal years of not more than \$10 million for construction firms, specialty trade contractors, and manufacturing firms; not more than \$5 million for architectural firms; not more than \$3 million for professional services firms (e.g., scientific, real estate, insurance, accounting, legal, etc.); not more than \$2.5 million for **engineering firms**; and not more than \$2 million for wholesale operations, retail firms, and all other services firms (e.g., truck transportation, administrative support services, repair and maintenance services). If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years. Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible to benefit as an SLBE firm and should be graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet economic changes. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SBE.

~~[** Note: See State of Maryland’s alternative definition of Small Business Enterprise (“SBE”) below in bold italic text:~~

~~(1) — Any for-profit enterprise as defined in Maryland Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 8; that is that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; and that is not dominant in its field of operation; and~~

~~(2) — That satisfies the following size requirements:~~

~~a. — Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~

~~b. — Manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~

~~c. — Service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years; and~~

~~d. — Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.~~

~~If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.~~

~~This definition is subsumed within the definition of Small Local Business Enterprises.]~~

a.

~~This definition is subsumed within the definition of Small Local Business Enterprises.~~

~~Small Local Business Enterprise (“SLBE”) – A Local Business Enterprise that is also a Small Business Enterprise.]~~

~~Spend Dollars – dollars actually paid to prime and / or subcontractors and vendors for County contracted goods and/or services.~~

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the County.

Suspension – the temporary stoppage of a SLBE firm’s participation in the County’s contracting process under the SLBE Program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

Sec. 2-640. Program Objectives and General Responsibilities.

(a) To meet the objectives of this Program, the County is committed to:

1. Increasing the participation of Small Local Business Enterprises (“SLBEs”) in County contracting, and, to the extent possible, ameliorating through race- and gender-neutral means, any disparities in the participation of minority business enterprises or women business enterprises on County contracts.
2. Regular evaluation regarding the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;
3. Establishing one or more Goal Setting Committee(s) (“GSCs”) to provide guidance on the implementation of the rules under this Policy;
4. Continuous review and advice of the GSC in administering the policy and goals herein. The County’s Director of Procurement shall determine the size of each GSC that is to be chaired by the Purchasing Director. The Purchasing Director shall also appoint the remaining members of the GSC from the County’s procurement personnel and other County departments affected by this Program; and
5. Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and /or performing on County contracts, and of providing the means of tracking actual County bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, Prime Contractors and Subcontractors will be required to register and input data into the CBR or other related forms and systems as a condition of engaging in business with the County.

(b) At a minimum, the Procurement Director shall:

1. Report to the County Administrator and the County Council on at least an annual basis as to the County’s progress towards satisfying SLBE program objectives;

2. Formulate Program waivers, improvements and adjustments to the GSC goal-setting methodology and other Program functions;
3. Have substantive input in a contract specification review process to be undertaken in advance of the issuance of County's RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;
4. Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and
5. Monitor and support the implementation of the rules under this Program, and where appropriate, make recommendations to the County Administrator for approval of changes to established size standards for SLBE firms, and provide notice of all approved changes to the County Council.

(c) At a minimum, each Goal Setting Committee shall:

1. Meet as often as it deems necessary to accomplish its duties but not less than twice annually;
2. Develop the SLBE goal setting methodology to be implemented by the Director of Procurement on a contract-by-contract basis; and
3. Monitor and support the implementation of the rules under this Program policy.

Sec. 2-641. Eligibility for the SLBE Program.

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (SLBE) with the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is not a subsidiary of another business, that is not dominant in its field of operation; whose owners are actively involved in day-to-day management and control of the business, and that also is performing a commercially useful function;
2. It meets size standard eligibility requirements for Small Business Enterprises as defined below;

~~*****Note: See State of Maryland's alternative definition of Small Business Enterprise ("SBE") size standards below in bold italic text:***~~

~~2. That satisfies the following size requirements:~~

~~a. Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~

~~b. Manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~

~~c. Service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years; and~~

~~d. Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.~~

~~If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.~~

~~This definition is subsumed within the definition of Small Local Business Enterprises.]~~

a. Construction firms, specialty trade firms, and manufacturing firms have not employed more than 50 full-time persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$10 million in its most recently completed 3 fiscal years;

b. Architectural business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$5 million in its most recently completed 3 fiscal years;

c. Professional services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest

primary NAICS code have not exceeded an average of \$3 million in its most recently completed 3 fiscal years;

- d. Engineering business firms , have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2.5 million in its most recently completed 3 fiscal years;
- e. Wholesale operations, retail firms, and all other services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2 million in its most recently completed 3 fiscal years; and

\$3 million

A few may be a higher size standard, but none above \$3 million or 50 employees.

If a business has not existed for 3 years, the employment and gross revenue limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years.

Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions. Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SLBE in order for the joint venture to receive the benefits of the SLBE program.

This definition is subsumed within the definition of Small Local Business Enterprises.

3. The firm is a Local Business Enterprise as defined by this Policy with a principal place of business or significant employment presence in Richland County, SC as defined herein;
4. The firm has been established for at least one year or the managing principals of the business each have at least three years of relevant experience prior to forming or joining the business; and
5. In the year preceding the date of the initial certification application, the applicant has not received more than \$1,000,000 in County contract payments as a result of contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement or designated Procurement Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this Section 2-641 of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's maximum employment numbers and annual gross revenues average for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Purchasing Department upon its submission of a completed certification

form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with all SLBE criteria as specified above in Sec. 2-641 (a) through (d);
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

Sec. 2-642. Graduation and Suspension Criteria.

(a) A bidder may not count towards its SLBE or Emerging SLBE participation the amount subcontracted to an SLBE or Emerging SLBE firm that has graduated or been suspended from the program as follows:

1. An SLBE firm shall be permanently graduated from the SLBE Program after it has received a cumulative total of \$5 million of County-funded prime contract or subcontract payments in at least five separate contracts since its initial certification as an SLBE firm;
2. An SLBE firm shall be permanently graduated from the SLBE program after its three fiscal year average gross sales exceeds the size standard eligibility requirements;
3. An SLBE firm shall be temporarily suspended by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$1.5 million in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in Affirmative Procurement Initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria;
4. An SLBE firm may have its SLBE eligibility permanently revoked by the Director of Procurement if it fails to perform a Commercially Useful Function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from Affirmative Procurement Initiatives for which the non-SLBE firm and its owners would not otherwise be entitled;
5. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status after it has received a cumulative total of \$2.5 million of County-funded prime contracts or subcontract payments in at least five separate contracts since its initial certification as an Emerging SLBE firm;

6. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status once its three-year average annual gross sales exceeds \$2 million; and
7. An Emerging SLBE firm shall be temporarily suspended from Emerging SLBE status by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$750,000 in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the Emerging SLBE firm shall be eligible to continue participating in Affirmative Procurement Initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in Affirmative Procurement Initiatives as an Emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status.

(b) The Director of Procurement shall provide written notice to the SLBE firm or Emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE or as an Emerging SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the County Administrator. A written notice of appeal must be received by the County Administrator within 15 days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the Director of Procurement, or designee (other than the Director of Procurement), shall also participate in a hearing conducted by the County Administrator or the County Administrator's designee soon as practicable. The decision of the County Administrator, or designee, shall be the final decision of the County.

Sec. 2-644. Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation.

(a) The County in conjunction with the appropriate Contract Officer and the Director of Procurement may utilize the following Affirmative Procurement Initiatives in promoting the award of County contracts to SLBEs or Emerging SLBEs.

1. ***Bonding and Insurance Waiver:*** The County, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the County determines that the bonding and or insurance requirements would deny the SLBE or Emerging SLBE an opportunity to perform the contract which the SLBE or Emerging SLBE has shown itself otherwise capable of performing.

2. ***Price Preferences:*** The County may award a contract to a SLBE or Emerging SLBE which submits a bid within 10% (inclusive) of a low bid by a non-SLBE. However, this price preference would not apply if the award to the SLBE would result in a total contract cost that is, on an annual basis, more than \$25,000 higher than the low

bid; nor would it apply on a contract in which the total contract cost would exceed the County's budgeted price for the contract.

3. ***Evaluation Preferences:*** The County may reserve up to 20% of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or Emerging SLBE firms, or to joint ventures that have SLBE and/or Emerging SLBE partners (see EXHIBITS 1 and 2 regarding professional services contracts and architectural & engineering contracts, respectively).

4. ***Mandatory Subcontracting:***

a. The Goal Selection Committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to 40%, be subcontracted to eligible SLBEs or to eligible Emerging SLBEs, provided however, that if the prime contractor is a certified SLBE or Emerging SLBE, then the prime contractor shall be able to count the dollar value of the work performed by its own forces towards satisfaction of the Mandatory Subcontracting goal for that contract.

b. An SLBE or Emerging SLBE prime contractor may not subcontract more than 49% of the contract value to a non-SLBE.

c. A prospective bidder on a County contract shall submit at the time of bid SLBE – Form S providing the name of the SLBE or Emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or Emerging SLBE, and the work to be performed by the SLBE or Emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the Director of Procurement for good cause by submitting the SLBE Unavailability Certification form to the Director of Procurement at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the bidder and careful review by the Director of Procurement. The Director of Procurement shall base his or her determination on a waiver request on the following criteria:

- (1) Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SLBEs or Emerging SLBEs;
- (2) Whether subcontracting would be inappropriate and/or not provide a "Commercially Useful Function" under the circumstances of the contract; and
- (3) Whether there are no certified SLBE or Emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law.

f. A Prime Contractor is required to notify and obtain written approval from the Director of Procurement in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County.

5. ***Sheltered Market:***

a. The Director of Procurement and the appropriate County Contracting Officer may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's Contracting Officer and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. ***Competitive Business Development Demonstration Project:***

a. With the concurrence of the Director of Procurement, the appropriate County Contracting Officer may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such County contracts. The purpose for the placement of a contract into the CBD Demonstration Project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the County.

b. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future County contracts and to successfully compete in the industry.

c. The Director of Procurement shall be required to select SLBE candidate firms for participation on such CBD Demonstration Projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

Sec. 2-645. SLBE Program Performance Review.

(a) The Director of Procurement or designee shall monitor the implementation of this Policy and the progress of this Program. On at least an annual basis, the Director of Procurement or designee shall report to the County Administrator and County Council on the progress of achieving the goals established for awards to certified SLBE and Emerging SLBE firms, reporting both dollars awarded and expended. In addition, the Director of Procurement or designee shall report on the progress in achieving the stated Program Objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on County contracts.

(b) The County shall periodically review the SLBE Program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated Program Objectives. The County Council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program.

Sec. 2-646. Conflicts.

To the extent language in this Division conflicts with other language in Article X, the language in this Division controls only with respect to contracts wherein the Small Local Business Enterprise Program is being applied by the Director of Procurement. In all other respects, prior language in this Article shall remain in full force and effect.

SMALL, LOCAL BUSINESS ENTERPRISE PROGRAM EXHIBITS

For Architectural & Engineering, Professional Services, Other Services, and design / build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or Emerging SLBE participation criterion for all contracts let at predetermined percentage of the total points awarded. The determination will be made using the suggested model outlined in the “Point Evaluation Table” (EXHIBIT 1) below:

EXHIBIT 1

Point Evaluation Table

10 POINTS FOR SLBE PARTICIPATION

- > 51% = 10 points
- > 45% = 7 points
- > 40% = 6 points
- > 35% = 5 points
- > 30% = 4 points
- > 25% = 3 points
- > 20% = 2 points
- > 15% = 1 points

20 POINTS FOR SLBE PARTICIPATION

- > 51% = 20 points
- > 45% = 17 points
- > 40% = 16 points
- > 35% = 14 points
- > 30% = 12 points
- > 25% = 10 points
- > 20% = 8 points
- > 15% = 6 points
- > 10% = 4 points

Contractors may be evaluated on their SLBE or Emerging SLBE participation by utilizing the following sample schedule (EXHIBIT 2) which is most often used by Architectural & Engineering:

EXHIBIT 2

Points Awarded

5.0 51-100

4.0 36 – 50

% of Participation Criteria

Proposals by registered SLBE owned and/or controlled firms

Majority prime with registered SLBE participation

3.0	30 – 35	Majority prime with registered SLBE participation
2.0	24 – 29	Majority prime with registered SLBE participation
0	0 – 23	Less than the goal for registered SLBE participation

DRAFT

SMALL LOCAL BUSINESS ENTERPRISE (“SLBE”) PROGRAM
[An Ordinance to Amend Article X of the Richland County, SC Code by adding a
new Division 7 as follows]

(7-2-13 Draft)

DIVISION 7. SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS

Sec. 2-639. General Provisions.

(a) *Purpose*

The purpose of this division is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural & engineering services, professional services, non-professional services, and commodities. The Small Local Business Enterprise (“SLBE”) Program also furthers the County’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the County’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in County contracts. Moreover, the SLBE Program provides additional avenues for the development of new capacity and new sources of competition for County contracts from the growing pool of small and locally based businesses.

(b) *Scope and Limitations*

This SLBE Program may be applied by the County on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions*

Affirmative Procurement Initiatives – refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding / insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

Award – the final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the County to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid (“ITB”) or request for proposal (“RFP”) process.

(Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

Bid Incentives – additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities including change orders and amendments.

Centralized Bidder Registration System (“CBR”) -- a web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., “Spend” or “Payments”) on County contracts.

County – refers to the County of Richland, South Carolina.

Commercially Useful Function – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

Emerging SLBE – an emerging firm that meets all of the qualifications of a Small Local Business Enterprise, and that is less than five years old, but has no more than five full-time employees and annual gross sales as averaged over the life of the firm that are less than \$1 million.

Goal – a non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract-by-contract basis by either the Director of Procurement or a Goal Setting Committee.

Goal Setting Committee – a committee established by the Director of Procurement for the County (including a representative of the Purchasing Department and a representative of the end-user agency) and chaired by the Director of Procurement that establishes SLBE Program goals and selects appropriate SLBE Affirmative Procurement Initiatives to be applied to each contract for the County based upon industry categories, vendor availability, and project-specific characteristics. The Director of Procurement may establish as many as five separate Goal Setting Committees (i.e., one for each industry category).

Good Faith Efforts – documentation of the Bidder’s intent to comply with SLBE Program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the Bidder’s commitment to comply with SLBE Program goals as established by the Director of Procurement or a Goal Setting Committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE Program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the County web site; solicitations of bids from all qualified SLBE firms listed in the County’s SLBE Directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

Graduation – An SLBE firm permanently graduates from the County’s SLBE program when it meets the criteria for graduation set forth in this policy.

Independently Owned, Managed, and Operated – ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

Industry Categories – procurement groupings for County contracts for purposes of the administration of Affirmative Procurement Initiatives shall be inclusive of Architectural & Engineering, Construction, Professional Services, and Non-professional Services, and Commodities procurements. Industry Categories may also be referred to as “business categories.”

Joint Venture - an association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Local Business Enterprise (“LBE”) - a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina. This definition is subsumed within the definition of Small Local Business Enterprise.

Non-professional Services – non-construction, non-architectural, and non-engineering services that are other than Professional Services, and such “other” services that do not require any license or highly specialized training and credentials to perform.

Points – the quantitative assignment of value for specific evaluation criteria in the selection process.

Prime Contractor – The vendor or contractor to whom a purchase order or contract is awarded by the County for purposes of providing goods or services to the County.

Principal Place of Business – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

Professional Services – any non-construction and non-architectural & engineering services that require highly specialized training and / or licensed credentials to perform, such as legal, accounting, scientific, technical, insurance, investment management, medical, or real estate services.

Responsive - a firm’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE Program requirements.

Sheltered Market – An Affirmative Procurement Initiative designed to set aside a County contract bid for bidding exclusively among SLBE firms.

Significant Employee Presence – no less than twenty-five percent of a firm’s total number of full and part-time employees are domiciled in Richland County.

Small Local Business Enterprise (“SLBE”) – an independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a “Small Business Enterprise” and a “Local Business Enterprise.”

SLBE Plan Execution Certification (SLBE Form – C) - The form certifying the general contractor’s intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

SLBE Directory - A listing of the small local businesses that have been certified by the Purchasing Department for participation in the SLBE Program.

SLBE Certification/Re-certification Application (SLBE Form – R) – This form shall be completed by Small Local Business Enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the County’s Small Local Business Enterprise Program. This form shall be completed every two years by certified Small Local Business Enterprises by the anniversary date of their original certification.

SLBE Schedule for Subcontractor Participation (SLBE Form – S) – This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be reviewed and approved by the Director of Purchasing before contract award.

SLBE Unavailability Certification (SLBE Form – U) - This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

Small Business Enterprise (“SBE”) a small business enterprise is any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is independently owned and operated, that is not a subsidiary of another business, and that is not dominant in its field of operation; and that also meets the following size standard limitations: (1) the SBE must have no more than fifty full-time employees; and (2) the SBE must have annual gross revenues within its largest primary NAICS commodity code as averaged over its most recent past three fiscal years of not more than \$10 million for construction firms, specialty trade contractors, and manufacturing firms; not more than \$5 million for architectural firms; not more than \$3 million for professional services firms (e.g., scientific, real estate, insurance, accounting, legal, etc.); not more than \$2.5 million for engineering firms; and not more than \$2 million for wholesale operations, retail firms, and all other services firms (e.g., truck transportation, administrative support services, repair and maintenance services). If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years. Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible to benefit as an SLBE firm and should be graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet economic changes. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SBE. ***This definition is subsumed within the definition of Small Local Business Enterprises.***

Small Local Business Enterprise (“SLBE”) – A Local Business Enterprise that is also a Small Business Enterprise.

Spend Dollars – dollars actually paid to prime and / or subcontractors and vendors for County contracted goods and/or services.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the County.

Suspension – the temporary stoppage of a SLBE firm’s participation in the County’s contracting process under the SLBE Program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

Sec. 2-640. Program Objectives and General Responsibilities.

(a) To meet the objectives of this Program, the County is committed to:

1. Increasing the participation of Small Local Business Enterprises (“SLBEs”) in County contracting, and, to the extent possible, ameliorating through race- and gender-neutral means, any disparities in the participation of minority business enterprises or women business enterprises on County contracts.
2. Regular evaluation regarding the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;
3. Establishing one or more Goal Setting Committee(s) (“GSCs”) to provide guidance on the implementation of the rules under this Policy;
4. Continuous review and advice of the GSC in administering the policy and goals herein. The County’s Director of Procurement shall determine the size of each GSC that is to be chaired by the Purchasing Director. The Purchasing Director shall also appoint the remaining members of the GSC from the County’s procurement personnel and other County departments affected by this Program; and
5. Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and /or performing on County contracts, and of providing the means of tracking actual County bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, Prime Contractors and Subcontractors will be required to register and input data into the CBR or other related forms and systems as a condition of engaging in business with the County.

(b) At a minimum, the Procurement Director shall:

1. Report to the County Administrator and the County Council on at least an annual basis as to the County's progress towards satisfying SLBE program objectives;
2. Formulate Program waivers, improvements and adjustments to the GSC goal-setting methodology and other Program functions;
3. Have substantive input in a contract specification review process to be undertaken in advance of the issuance of County's RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;
4. Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and
5. Monitor and support the implementation of the rules under this Program, and where appropriate, make recommendations to the County Administrator for approval of changes to established size standards for SLBE firms, and provide notice of all approved changes to the County Council.

(c) At a minimum, each Goal Setting Committee shall:

1. Meet as often as it deems necessary to accomplish its duties but not less than twice annually;
2. Develop the SLBE goal setting methodology to be implemented by the Director of Procurement on a contract-by-contract basis; and
3. Monitor and support the implementation of the rules under this Program policy.

Sec. 2-641. Eligibility for the SLBE Program.

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (*SLBE*) with the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is not a subsidiary of another business, that is not dominant in its field of operation; whose owners are actively involved in day-to-day management and control of the business, and that also is performing a commercially useful function;

2. It meets size standard eligibility requirements for Small Business Enterprises as defined below;

- a. Construction firms, specialty trade firms, and manufacturing firms have not employed more than 50 full-time persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$10 million in its most recently completed 3 fiscal years;
- b. Architectural business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$5 million in its most recently completed 3 fiscal years;
- c. Professional services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$3 million in its most recently completed 3 fiscal years;
- d. Engineering business firms , have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2.5 million in its most recently completed 3 fiscal years; and
- e. Wholesale operations, retail firms, and all other services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2 million in its most recently completed 3 fiscal years.

If a business has not existed for 3 years, the employment and gross revenue limits described above shall be applied based upon the annual averages not to exceed three years.

Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions. Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SLBE in order for the joint venture to receive the benefits of the SLBE program. ***This definition is subsumed within the definition of Small Local Business Enterprises.***

3. The firm is a Local Business Enterprise as defined by this Policy with a principal place of business or significant employment presence in Richland County, SC as defined herein;

4. The firm has been established for at least one year or the managing principals of the business each have at least three years of relevant experience prior to forming or joining the business; and

5. In the year preceding the date of the initial certification application, the applicant has not received more than \$1,000,000 in County contract payments as a result of contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement or designated Procurement Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this Section 2-641 of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's maximum employment numbers and annual gross revenues average for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with all SLBE criteria as specified above in Sec. 2-641 (a) through (d);
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

Sec. 2-642. Graduation and Suspension Criteria.

(a) A bidder may not count towards its SLBE or Emerging SLBE participation the amount subcontracted to an SLBE or Emerging SLBE firm that has graduated or been suspended from the program as follows:

1. An SLBE firm shall be permanently graduated from the SLBE Program after it has received a cumulative total of \$5 million of County-funded prime contract or subcontract payments in at least five separate contracts since its initial certification as an SLBE firm;
2. An SLBE firm shall be permanently graduated from the SLBE program after its three fiscal year average gross sales exceeds the size standard eligibility requirements;
3. An SLBE firm shall be temporarily suspended by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$1.5 million in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in Affirmative Procurement Initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria;
4. An SLBE firm may have its SLBE eligibility permanently revoked by the Director of Procurement if it fails to perform a Commercially Useful Function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from Affirmative Procurement Initiatives for which the non-SLBE firm and its owners would not otherwise be entitled;
5. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status after it has received a cumulative total of \$2.5 million of County-funded prime contracts or subcontract payments in at least five separate contracts since its initial certification as an Emerging SLBE firm;
6. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status once its three-year average annual gross sales exceeds \$2 million; and

7. An Emerging SLBE firm shall be temporarily suspended from Emerging SLBE status by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$750,000 in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the Emerging SLBE firm shall be eligible to continue participating in Affirmative Procurement Initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in Affirmative Procurement Initiatives as an Emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status.

(b) The Director of Procurement shall provide written notice to the SLBE firm or Emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE or as an Emerging SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the County Administrator. A written notice of appeal must be received by the County Administrator within 15 days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the Director of Procurement, or designee (other than the Director of Procurement), shall also participate in a hearing conducted by the County Administrator or the County Administrator's designee soon as practicable. The decision of the County Administrator, or designee, shall be the final decision of the County.

Sec. 2-644. Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation.

(a) The County in conjunction with the appropriate Contract Officer and the Director of Procurement may utilize the following Affirmative Procurement Initiatives in promoting the award of County contracts to SLBEs or Emerging SLBEs.

1. **Bonding and Insurance Waiver:** The County, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the County determines that the bonding and or insurance requirements would deny the SLBE or Emerging SLBE an opportunity to perform the contract which the SLBE or Emerging SLBE has shown itself otherwise capable of performing.

2. **Price Preferences:** The County may award a contract to a SLBE or Emerging SLBE which submits a bid within 10% (inclusive) of a low bid by a non-SLBE. However, this price preference would not apply if the award to the SLBE would result in a total contract cost that is, on an annual basis, more than \$25,000 higher than the low bid; nor would it apply on a contract in which the total contract cost would exceed the County's budgeted price for the contract.

3. **Evaluation Preferences:** The County may reserve up to 20% of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or Emerging SLBE firms, or to joint ventures that have SLBE and/or Emerging SLBE partners (see EXHIBITS 1 and 2 regarding professional services contracts and architectural & engineering contracts, respectively).

4. **Mandatory Subcontracting:**

a. The Goal Selection Committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to 40%, be subcontracted to eligible SLBEs or to eligible Emerging SLBEs, provided however, that if the prime contractor is a certified SLBE or Emerging SLBE, then the prime contractor shall be able to count the dollar value of the work performed by its own forces towards satisfaction of the Mandatory Subcontracting goal for that contract.

b. An SLBE or Emerging SLBE prime contractor may not subcontract more than 49% of the contract value to a non-SLBE.

c. A prospective bidder on a County contract shall submit at the time of bid SLBE – Form S providing the name of the SLBE or Emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or Emerging SLBE, and the work to be performed by the SLBE or Emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the Director of Procurement for good cause by submitting the SLBE Unavailability Certification form to the Director of Procurement at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the bidder and careful review by the Director of Procurement. The Director of Procurement shall base his or her determination on a waiver request on the following criteria:

(1) Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SLBEs or Emerging SLBEs;

(2) Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the circumstances of the contract; and

(3) Whether there are no certified SLBE or Emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts

with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law.

f. A Prime Contractor is required to notify and obtain written approval from the Director of Procurement in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County.

5. ***Sheltered Market:***

a. The Director of Procurement and the appropriate County Contracting Officer may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's Contracting Officer and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. ***Competitive Business Development Demonstration Project:***

a. With the concurrence of the Director of Procurement, the appropriate County Contracting Officer may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such County contracts. The purpose for the placement of a contract into the CBD Demonstration Project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the County.

b. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum

to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future County contracts and to successfully compete in the industry.

c. The Director of Procurement shall be required to select SLBE candidate firms for participation on such CBD Demonstration Projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

Sec. 2-645. SLBE Program Performance Review.

(a) The Director of Procurement or designee shall monitor the implementation of this Policy and the progress of this Program. On at least an annual basis, the Director of Procurement or designee shall report to the County Administrator and County Council on the progress of achieving the goals established for awards to certified SLBE and Emerging SLBE firms, reporting both dollars awarded and expended. In addition, the Director of Procurement or designee shall report on the progress in achieving the stated Program Objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on County contracts.

(b) The County shall periodically review the SLBE Program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated Program Objectives. The County Council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program.

Sec. 2-646. Conflicts.

To the extent language in this Division conflicts with other language in Article X, the language in this Division controls only with respect to contracts wherein the Small Local Business Enterprise Program is being applied by the Director of Procurement. In all other respects, prior language in this Article shall remain in full force and effect.

SMALL, LOCAL BUSINESS ENTERPRISE PROGRAM EXHIBITS

For Architectural & Engineering, Professional Services, Other Services, and design / build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or Emerging SLBE participation criterion for all contracts let at predetermined

percentage of the total points awarded. The determination will be made using the suggested model outlined in the “Point Evaluation Table” (EXHIBIT 1) below:

EXHIBIT 1

Point Evaluation Table

10 POINTS FOR SLBE PARTICIPATION

- > 51% = 10 points
- > 45% = 7 points
- > 40% = 6 points
- > 35% = 5 points
- > 30% = 4 points
- > 25% = 3 points
- > 20% = 2 points
- > 15% = 1 points

20 POINTS FOR SLBE PARTICIPATION

- > 51% = 20 points
- > 45% = 17 points
- > 40% = 16 points
- > 35% = 14 points
- > 30% = 12 points
- > 25% = 10 points
- > 20% = 8 points
- > 15% = 6 points
- > 10% = 4 points

Contractors may be evaluated on their SLBE or Emerging SLBE participation by utilizing the following sample schedule (EXHIBIT 2) which is most often used by Architectural & Engineering:

EXHIBIT 2

<u>Points Awarded</u>	<u>% of Participation Criteria</u>
5.0 51-100	Proposals by registered SLBE owned and/or controlled firms
4.0 36 – 50	Majority prime with registered SLBE participation
3.0 30 – 35	Majority prime with registered SLBE participation

2.0	24 – 29	Majority prime with registered SLBE participation
0	0 – 23	Less than the goal for registered SLBE participation

DRAFT

CHARLESTON COUNTY'S SBE

To certify Small Business Enterprises for contracting and procurement opportunities in the areas of:

- Construction
- Architecture and engineering
- Professional services
- Goods and supplies
- Other services

ELIGIBILITY CRITERIA

To be certified as an SBE, your business will:

1. Have an annual gross sales volume not exceeding \$7.5 million (averaged over the previous three years)
2. Be actively managed and controlled on a day-to-day basis by the owner(s)
3. Have been in operation for at least one year
4. Be current on any applicable business license(s) and on any Charleston County taxes and fees

WHAT CERTIFICATION CAN MEAN TO YOUR SMALL BUSINESS

1. Mandatory quote from SBE on procurements between \$5,000 and \$25,000
2. Mandatory SBE subcontractors on projects of \$25,000 and above
3. Technical and financial referrals
4. Workshops, seminars and training programs to assist business owners in the competition process

Following are Councilman Malinowski's comments relating to the SLBE:

1. Principal Place of Business definition—To only have a 25% requirement for employees residing in Richland County seems quite low. I would like to see efforts made to increase this number since the funding for these projects is coming from within Richland County. Since no less than 50% of a company's income must come from within the county then the employee base should also. Attention should also be given to possibly changing the word "domiciled" to an actual resident. The nuclear plant in Fairfield County is employing a huge number of people who are "domiciled" in the area for the duration of the project, but many are from out of state and spend the bulk of their paychecks where they actually claim residence.
2. Small Business Enterprise definition—Possibly consider a wording change here from "full-time" employees. As I stated in the work session, you can have a couple full-time employees and a much greater number of "part-time" employees in order to beat the system in this area.
3. Small Local Business Enterprise definition—It mentions about the possible establishment of another position, Director of Procurement. This seems like it would take additional funds away from the overall projects that are to be done. If we are hiring an overall Director, then that person needs to figure out how to run all of this without spending more money on staff positions that only take money away. If we put this in here, that's like giving the green light to this position. Remove it and see what happens as we move forward.
4. Section 2-640 (c) 1. It states they will meet as often as necessary but not less than twice annually. Specific dates need to be placed here because, as with many matters, time will slip by and all of a sudden they realize they haven't met and call for two meetings in the same month to satisfy the requirement. We also need to state what the annual year is they are meeting twice in—fiscal year or calendar year—this eliminates any confusion.
5. Section 2-641, 2. This entire section from 2. (a) through (k) is a redundancy and is located in previous pages. After the words, "That satisfy the following size requirements" we need to say "According to the definition in Section 2-639". That covers it without the redundancy and eliminates 2 pages of an already overly lengthy document.
6. Section 2-641, (5)(d). The words used are "shall periodically" conduct audits. We need specific dates for accountability purposes.
7. Section 2-641, (5)(e). Number 1 of this portion refers to a previous section, but number 3 and 4 of this section have conflicting numbers. In number 3 it says no more than 5 full time employees, but the reference section says 50. Number 4 says less than one million dollars, but the referred to section states other million dollar amounts that exceed this one million based on the specific operation.
8. Section 2-644, 6 (c). What will the cost be to Richland County to conduct all this training and other items referred to in this section? Why should the taxpayer incur this cost? If they are not qualified the county can offer training at a cost to the contracting company if they want to get in on these projects. If it is decided we must go forward with this training, then specifics of what the county will provide and a maximum dollar cost should be put here.

9. Section 2-645 (a). States on at least an annual basis. Need a specific date the annual covers.
10. Section 2-645 (b). States the county council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program. I have seen too many items in the past go for too long a period of time prior to them being acted on. Need specific dates that these two year hearings must take place within.
11. Why are there two point tables in Exhibit 1, 10 and 20, for SLBE participation? Explain.
12. In Exhibit 2 there are rather large spreads for the numbers next to the points awarded, explain these spreads.

The following are Councilman Jackson's comments relating to the SLBE

4. Mandatory Subcontracting

a. The Global Selection may, on a contract-by-contract basis, at its discretion require that a predetermined percentage of a specific contract, (if the prime contractor is a SLBE, then his participation shall be counted toward the 40% maximum goal) up to 40% be subcontracted to eligible SLBEs or to emerging SLBEs.

Reason:

If the SLBE is a prime and have to sub 40% then they will not have much.

h. Service operations of the business did not employ more than 50 persons and the gross sales of the business did not exceed an average of:
\$5 million for architectural, engineering and for all other services.

Reason:

If cut to \$2.5 million then it affects firms that are on the verge to expand

The following are Councilman Rush's comments relating to the SLBE:

1. In the section for construction limits for SLBE the "Maximum should be \$5 million" not \$10 Million that was proposed.
2. It should be mandatory that SLBE, if they receive a prime contract, would still have to use the services of other SLBE as a subcontractor.

Suggested changes provided by Procurement Director:

Page 13 – Clean Version

d. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law.

f. A Prime Contractor is required to notify and obtain written approval from the Director of Procurement in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County.

5. ***Sheltered Market:***

a. The Director of Procurement and the appropriate County ~~Contracting Officer~~ **Contracting Officer Representative** may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County ~~Contracting Officer~~ **Contracting Officer Representative** may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's ~~Contracting Officer~~ **Contracting Officer Representative** and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. ***Competitive Business Development Demonstration Project:***

a. With the concurrence of the Director of Procurement, the appropriate County ~~Contracting Officer~~ **Contracting Officer Representative** may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide

Richland County Council Request of Action

Subject

Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto **[PAGES 148-178]**

Notes

First Reading: June 18, 2013

Second Reading: July 2, 2013

Third Reading:

Public Hearing:

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

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND INTERTAPE POLYMER CORP. PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, by which the County (i) identifies certain properties of such industries as economic development property, through which the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally, and (ii) covenants to accept certain fee payments in lieu of *ad valorem* taxes with respect to economic development property; and

WHEREAS, Intertape Polymer Corp., a Delaware corporation authorized to transact business in the State (referred to hereinafter as the "Company"), intends to invest in a packaging material manufacturing facility through (i) the acquisition of land, a building, and improvements thereon (the "Land and Building"), which Land and Building is subject to a Fee Agreement between the County and the Company dated ~~June 18, 2013~~; (ii) the construction of improvements thereon and/or therein ("New Construction"); and/or (iii) the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building ("Machinery and Equipment," together with the New Construction, "Project"), which Project would constitute a project within the meaning of the Act and be eligible for inclusion as economic development property all as more fully set forth in the Fee Agreement, as defined below, attached hereto; and

WHEREAS, the Company anticipates the Project will result in a capital investment in the County of \$25,000,000 over five years and the maintenance by the Company of 200 full-time jobs at the Project; and

WHEREAS, pursuant to an Inducement Resolution dated as of June 4, 2013, the County authorized the execution of an agreement providing for fee in lieu of tax payments with respect to the Project; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for (i) fee in lieu of tax payments on the Project, utilizing a 6% assessment ratio and a millage rate of 473.3, for a period of 30 years for the Project or each

component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company may agree, (ii) a grant of \$350,000 from the County to the Company, and (iii) a 10-year, 50% special source revenue credit against the fee payments in lieu of *ad valorem* taxes to be made with respect to the Project; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. In order to induce the location of the Project further, the County hereby approves a grant of \$350,000 to the Company to be used for ~~infrastructure and rail improvements~~building renovations, subject to the clawback requirements applicable to the grant as set forth in the Fee Agreement. The County Administrator is hereby authorized, empowered, and directed to provide such grant to the Company.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

FEE AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

and

INTERTAPE POLYMER CORP.

Dated as of July 16, 2013

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of July 16, 2013 by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Richland County Council (the "County Council") as the governing body of the County, and INTERTAPE POLYMER CORP., a Delaware corporation authorized to transact business in the State (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of the Act, which agreement (a) identifies certain property of such entities as economic development property and (b) includes covenants by the Company to pay and the County to accept fee payments in lieu of *ad valorem* taxes with respect to the economic development property.

2. The Company is investing in a packaging material manufacturing facility in the County through (i) the acquisition of land, a building, and improvements thereon (the "Land and Building"), which Land and Building is subject to a Fee Agreement between the County and the Company dated ~~June 18, 2013~~; (ii) the construction of improvements thereon and/or therein ("New Construction"); and/or (iii) the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building ("Machinery and Equipment," together with the New Construction, "Project").

3. The Company anticipates the Project will result in a capital investment in the County of at least \$25,000,000 over five years and the maintenance by the Company of 200 full-time jobs at the Project.

4. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

6. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company to enter

into this Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Capital Investment Requirement” shall mean investment of at least \$25,000,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Intertape Polymer Corp. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“County Council” shall mean the Richland County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Minimum Investment Requirement” shall mean an investment of at least \$5,000,000 by the Company of property eligible as economic development property under the Act

“Minimum Job Requirement” shall mean maintaining 200 full-time jobs at the Project.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2013 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously

subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean one or more entities which sign the Fee Agreement and, subject to the provisions of Section 12-44-30(19), meets the Minimum Investment Requirement.

“Sponsor Affiliate” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company and so long as such investment is not counted towards the Company’s achievement of the Minimum Investment Requirement.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

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

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the minimum investment required under the Act within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be 473.3 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2012, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County has included the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is authorized to transact business in the State and has power to enter into this Fee Agreement and carry out its obligations hereunder.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing packaging materials, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will meet the Capital Investment Requirement and the Minimum Job Requirement

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to achieve at least the Capital Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County, and maintain the Minimum Job Requirement

The Company may at any time lease or sublease the Project or portions of the Project on such terms as the Company may determine in its sole discretion, provided that such terms are not inconsistent with this Fee Agreement. No lease or sublease shall reduce any of the obligations of the Company hereunder unless expressly approved in writing by the County.

Financing, lending, security, sale-leaseback, assignments, leases, subleases, or similar arrangements are permitted in accordance with Sections 12-44-120(B) and (C) of the Act and do not require the prior approval of subsequent ratification of the County. The Company shall cause the County and the Department to be notified of a financing-related transfer of the Fee Agreement or the Project within sixty (60) days of such transfer. Such notice shall be in writing and shall include the identity of each transferee and any other information required by the Department of Revenue with any appropriate returns.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

(c) The Company shall provide to the County ~~a~~-documents sufficient to meet the reporting requirements as set forth in the County's Accountability Practices Resolution dated December 14, 2010, and attached as Exhibit B.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make Payments in Lieu of Taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2012, which is 473.3 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the

County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for a 10-year, 50% Infrastructure Credit. Beginning with the first annual FILOT payment and continuing for the next nine annual FILOT payments, the Company shall receive an annual credit in an amount equal to 50% of the then current FILOT payment with respect to the Project. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year. The Infrastructure Credit is to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall not exceed the cumulative dollar amount of Infrastructure costs incurred by the Company.

The Company shall certify to the County achievement of the Capital Investment Requirement and maintenance of the Minimum Job Requirement. If the Company fails to achieve the Capital Investment Requirement and maintain the Minimum Job Requirement by the end of the Investment Period, then the Company is no longer entitled to receive the annual Infrastructure Credit. If the Company fails to achieve the Capital Investment Requirement and the Minimum Job Requirement by the end of the Investment Period, then the Company shall pay to the County a pro-rata portion of Infrastructure Credits previously claimed and received

by the Company as well as a pro-rata portion of the County grant of \$350,000 for ~~infrastructure and rail improvements~~ building renovations according to the following formula:

“Clawback Percentage” = 100% - “Overall Achievement Percentage”

“Overall Achievement Percentage” = [“Investment Achievement Percentage” + “Job Maintenance Percentage”] / 2

“Investment Achievement Percentage” = Actual Investment Reached / \$25,000,000

“Job Maintenance Percentage” = Actual Jobs Maintained / 200

Section 4.2 Failure to Achieve Minimum Investment Requirement. In the event that (i) the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Minimum Investment Requirement by the end of the Investment Period or (ii) the Company does not maintain the Minimum Investment Requirement through the Fee Term, this Fee Agreement shall terminate. In such event, the Company shall pay the County an amount (the “Additional Payment”) pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

- (i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount

is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. If the Company elects termination, then the Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a

Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall not exceed \$5,000.

Section 4.13 Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

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

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

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof or Administrative Expenses as described in Section 4.12 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) Failure by the Company to continue operations at the Project for a period of 180 days.

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

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Intertape Polymer Corp.
Attn: Director of Administration
3467 Cortez Road W
Bradenton, FL 34210

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Gary W. Morris
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Economic Development Director
P.O. Box 192
Columbia, SC 29202

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
P.O. Box 1509
Columbia, SC 29202

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; *provided, however*, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

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

**RICHLAND COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: Clerk to County Council

INTERTAPE POLYMER CORP.

Signature: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel, tract of land, with all improvements thereon, containing 23.617 acres, being located in Richland County, South Carolina, on the eastern side of Carolina Pines Road and shown as Parcel A on a Boundary and Topographic Survey for Panattoni Development Company prepared by Survey and Mapping Services of South Carolina, Inc., dated June 17, 1998, last revised July 15, 1998, recorded June 23, 2000 in Book 420, page 1258, Richland County ROD Office: being most recently shown on an ALTA/ACSM Land Title Survey for PCO Carolina Pines LP prepared by Survey and Mapping Services of South Carolina, Inc., dated June 15, 2000, recorded July 7, 2000, in Book 424, page 1375, Richland County ROD Office and, according to said latter plat, having the following metes and bounds, to-wit:

From the intersection with Jenkins Brothers Road, go southeasterly on Carolina Pines Road for approximately 0.8 mile to a 5/8" rebar on the eastern right of way of Carolina Pines Road, said iron being the point of beginning; thence N 73°15'28" E for 353.08' along the lands of Industrial Land Group to a 5/8" rebar, thence N 23°37'43" W for 151.09' along the property now or formerly of Industrial Land Group to a 5/8" rebar; thence N 73°15'28" E for 1,004.42' along the property now or formerly of Sony Corporation to a 5/8" rebar; thence S 16°44'32" E for 844.95' along the property now or formerly of Sony Corporation to a 5/8" rebar; thence S 73°15'28" W for a total distance 1,198.65' along the property now or formerly of H.G. Moore, Sr. to a 5/8" rebar on the eastern right of way of Carolina Pines Road; thence along the eastern right of way of Carolina Pines Road, along the chord of a curve N 27°24'14" W for 365.83' to a PK Nail on the eastern right of way of Carolina Pines Road; thence N 29°01'43" W for 343.30' along the right of way to the point of beginning, be all measurements a little more or less. The above-referenced plat is hereby incorporated by reference for a more complete description of the premises.

DERIVATION: This being the same property heretofore conveyed to Richland County, South Carolina, by deed of Quatro Mid-Atlantic Resources I, LLC dated December 29, 1999, and recorded in the Richland County ROD office on December 30, 1999 in Book 372, page 1864; and leased to Quatro Mid-Atlantic Resources I, LLC pursuant to that certain Lease Agreement between Richland County, South Carolina and Quatro Mid-Atlantic Resources I, LLC dated August 24, 2000, recorded in the Richland County ROD office on August 29, 2000 in Book 438, page 1328.

TMS# 17600-01-17

EXHIBIT B
ACCOUNTABILITY RESOLUTION

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

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

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

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

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

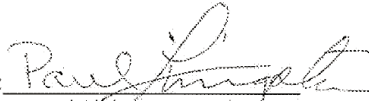
1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.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

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

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

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

RICHLAND COUNTY COUNCIL

BY: 
Paul Livingston, Chair

ATTEST this the 5 day of
January 2010. 2011


Michelle Onley, Assistant Clerk of Council

Richland County Council Request of Action

Subject

Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for Fee-in-Lieu of Ad Valorem Taxes; and other related matters **[THIRD READING] [PAGES 179-219]**

Notes

First Reading: June 18, 2013

Second Reading: July 2, 2013

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF
TAX AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH
CAROLINA, A SPONSOR AND A SPONSOR AFFILIATE COLLECTIVELY
KNOWN AS PROJECT SWEETBAY, TO PROVIDE FOR FEE-IN-LIEU OF *AD
VALOREM* TAXES; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 of the Code (“Act”), (i) to promote the economic development of the County and surrounding areas by inducing investors to locate new and expand existing industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens, and (ii) to enter into agreements with such investors pursuant to which investors will make and the County will accept negotiated fee in lieu of *ad valorem* tax (“FILOT”) payments with respect to such Economic Development Property; and

WHEREAS, Mars Petcare US, Inc. and CLF Columbia LLC (collectively, “Companies”) plan a significant investment within the jurisdiction of the County through the construction of a distribution facility and the equipping and furnishing thereof (“Project”), and the Companies anticipate that, should the Project proceed as planned, they will collectively invest within the County approximately \$18,519,600 in Economic Development Property in connection with the Project; and

WHEREAS, by Resolution dated July 16, 2013, the County (i) determined that the Project will subserve the purposes of the Act, (ii) determined that the Project constitutes Economic Development Property, (iii) made certain findings pertaining thereto in accordance with the Act; and (iv) agreed to negotiate in good faith a FILOT incentive with the Companies; and

WHEREAS, pursuant to the Act and the Resolution, the County has negotiated a FILOT incentive with the Companies and desires to enter into a FILOT agreement, the form of which is attached as Exhibit A (“Agreement”), which more fully sets forth the terms and conditions of the FILOT incentive, which terms include FILOT payments calculated using an assessment ratio of 6% and a millage rate of 413.6 for a period of 20 years; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into the Agreement with the Companies.

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

Section 1. *Statutory Findings.* The County finds that (i) the Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. *Approval of Incentives.* County Council approves and authorizes the FILOT incentives, the terms and conditions of each are set forth more fully in the Agreement attached as Exhibit

A, and are incorporated in this Ordinance by reference as if the Agreement was set forth in this Ordinance in its entirety.

Section 3. Authorization to Execute and Deliver Fee Agreement. County Council authorizes the Chairman of County Council (“Chairman”), or the Vice-Chairman of County Council (“Vice-Chairman”) in the absence of the Chairman, to execute the Fee Agreement, in the name of and on behalf of the County, subject to any revisions not materially adverse to the County as may be approved by the County Administrator following receipt of advice from counsel to the County, and the Clerk to County Council is authorized and directed to attest the Fee Agreement; and the Chairman is further authorized and directed to deliver the Fee Agreement to the Companies.

Section 4. Further Assurances. County Council authorizes the Chairman, or the Vice-Chairman in the absence of the Chairman, the County Administrator and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chairman, County Administrator or Clerk to Council, as appropriate, to take whatever further action and to execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance.

Section 5. Savings Clause. If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions are not affected.

Section 6. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

RICHLAND COUNTY COUNCIL

(SEAL)

By: _____
Name: Kelvin Washington
Title: Chairman County Council

ATTEST:

Name: Michelle Onley
Title: Clerk of County Council

Richland County, South Carolina

Introduction: June 18, 2013

Second Reading: July 2, 2013

M: _____ S: _____

Public Hearing: July 16, 2013

Third Reading: July 16, 2013

M: _____ S: _____

Publication: _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk of County Council, Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval by the County Council at its meetings of June 18, 2013, July 2, 2013, and July 16, 2013, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Name: Michelle Onley
Title: Clerk of County Council

Richland County, South Carolina

Dated: July 16, 2013

EXHIBIT A
FEE AGREEMENT

~~2nd Reading Draft~~

FEE IN LIEU OF TAX AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

MARS PETCARE US, INC.

and

CLF COLUMBIA LLC

Dated as of July 16, 2013

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FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this “**Agreement**”), dated as of July 16, 2013, between RICHLAND COUNTY, SOUTH CAROLINA (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, ~~_____~~ MARS PETCARE US, INC., a corporation organized and existing under the laws of the State of Delaware (the “**Sponsor**”), and ~~_____~~, ~~a Delaware~~ CLF COLUMBIA LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “**Sponsor Affiliate**”) and collectively, the “**Companies**”);

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “**Council**”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the “**Code**”), particularly Title 12, Chapter 44 thereof (the “**Act**”), and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“**Economic Development Property**”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens, to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax (“**FILOT**”) payments with respect to such Economic Development Property; and

WHEREAS, the Companies plan a significant investment within the jurisdiction of the County through the construction of a distribution facility and the equipping and furnishing thereof (the “**Project**”), and the Companies anticipate that, should the Project proceed as planned, they will collectively invest within the County approximately \$18,519,600 in Economic Development Property in connection with the Project; and

WHEREAS, (i) the County has determined that the Project will subserve the purposes of the Act, (ii) the County has determined that the Project constitutes Economic Development Property, and (iii) the County has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Companies to locate the Project in the County, the County adopted a Resolution on July 2, 2013, pursuant to which the County agreed to negotiate in good faith a FILOT agreement, subject to approval by ordinance of the County Council; and

WHEREAS, the County authorized the foregoing actions to be taken for the benefit of the Companies, and ratified all prior actions taken with respect to the Project (including the inducement documents in the name of “Project Sweetbay”) pursuant to an Ordinance enacted on July 16, 2013; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Companies subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the investment to be created by the Companies which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Companies to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

[**Article I** follows on next page]

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Act*” shall mean, Chapter 44 of Title 12 of the Code of Laws of South Carolina, 1976, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys’ fees; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Sponsor shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred and that the County shall have furnished to the Sponsor an invoice or itemized statement of all expenses incurred; and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Agreement*” shall mean this Fee in Lieu of Tax Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“*Co-Investor*” shall mean any “sponsor” or “sponsor affiliate” within the meaning of Sections ~~12-44-30(A)~~~~(18)~~12-44-30(19) and ~~(1920)~~ of the Code, any Corporate Affiliate of the Companies, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising part of the Project, any financing entity or other third party investing in or providing funds for the Project. The Companies shall notify the County in writing of the identity of any Co-Investor and shall, to the extent the Companies and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 8.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. The Companies have not identified any sponsor, sponsor affiliate or other Co-Investor as of the date of execution and delivery of this Agreement.

“*Companies*” shall mean, collectively, the Sponsor, the Sponsor Affiliate, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under **Sections 7.02 or 8.01** hereof or any other assignee hereunder which is approved by the County.

“*Corporate Affiliate*” shall mean any corporation, limited liability company, partnership, or other Person or entity which owns all or part of either of the Companies or which is owned in whole or in part by either of the Companies or by any partner, shareholder, or owner of the Companies.

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

“*Council*” shall mean the governing body of the County.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, excluding specifically any Non-Qualifying Property.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 10.01** hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Companies during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of either of the Companies during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Companies invest, or cause to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Code.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payments*” or “*FILOT Revenues*” shall mean the payments to be made by the Companies pursuant to **Section 5.01** hereof.

“*Investment Period*” shall mean the period for completion of the Project, which shall be equal to the Statutory Investment Period unless hereinafter extended by Resolution of the Council, all determined as specified in Section 12-44-30(13) of the Code.

“*Land*” shall mean the land upon which the Project would be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean the FILOT Payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of

Economic Development Property which qualifies pursuant to the Act for the assessment ratio and negotiated millage rate described in **Section 5.01(b)(i)** hereof.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which is placed in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Act, including without limitation property as to which the Negotiated FILOT has been terminated pursuant to **Section 4.03(a)(ii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements constructed thereon; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Companies for use on or about the Land; and (iii) any Replacement Property; provided, however, that, except as to the Land and any Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service by the end of the Investment Period, and the term Project shall be deemed to exclude any Existing Property or other Non-Qualifying Property.

“*Project Commitment*” shall mean an investment of at least Eighteen Million Five Hundred Nineteen Thousand Six Hundred and No/100 Dollars (\$18,519,600.00) in Economic Development Property at the Project.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of each Company.

“*Released Property*” shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Companies pursuant to **Section 4.03** hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Companies dedicate to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any Released Property, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Code.

“*State*” shall mean the State of South Carolina.

“*Statutory Investment Period*” shall mean the period commencing on the date of the first expenditures with respect to the Project and ending five (5) years after the end of the Property Tax Year in which the initial phase of the Project is placed in service, all as specified in Section 12-44-30(13) of the Code. For illustrative purposes, if the initial phase of the Project should be

placed in service in the Property Tax Year ending on December 31, 2014, the end of the Statutory Investment Period would be December 31, 2019.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 9.01** hereof.

Section 1.02 References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

[End of **Article I**]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the undersigned representatives of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any South Carolina court or before any South Carolina governmental authority or arbitration board or tribunal, any of which to the best knowledge of the undersigned representatives of the County could materially adversely affect this Agreement or which could adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02 Representations and Warranties by the Companies.

(a) The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(i) The Sponsor is a corporation validly existing and in good standing under the laws of the State of Delaware; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The fiscal year end

of the Sponsor is December 31 of each year, and the Sponsor will notify the County of any changes in the fiscal year of the Sponsor.

(ii) If the Sponsor elects to go forward with the Project, the Sponsor, the Sponsor Affiliate, and/or one or more Corporate Affiliates will be entitled to all the rights and benefits provided hereunder.

(iii) The agreements with the County with respect to the FILOT were factors in inducing the Sponsor to consider locating the Project within the County and the State.

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

(b) The Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained:

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

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

[End of **Article II**]

ARTICLE III

CERTAIN UNDERTAKINGS OF THE COUNTY

Section 3.01 Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated. The County makes no warranty, either express or implied, as to the title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the purposes or needs of the Companies.

Section 3.02 Related Undertakings.

(a) The County hereby agrees to use its best efforts to pursue and assist the Companies in pursuing the maximum amount of grant funds possible for construction of infrastructure which is reasonably required in connection with the Project, without any commitment, whatsoever, on the part of the County that any such grant funds will be available. Further, the County shall render customary assistance to the Companies in obtaining necessary permits required for the Project.

(b) The County, at its sole expense, has or will conduct a traffic study of this intersection in connection with the Project. Subject to approval of the South Carolina Department of Transportation of the plans for the same, the County will expend up to a maximum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) for (i) the installation of a traffic signal at the intersection of Pineview Road Extension and American Italian Way, which shall be completed within 6 months of issuance of a certificate of occupancy for the Project; and (ii) any road improvements required as a result of the increased traffic requirements of the Project. The funding commitment made in this section shall be comprised solely of funds provided by third parties other than the Companies.

(c) The County will employ its Expedited Review Process for all phases of the review and approval of the plans and specifications for the Project.

[End of **Article III**]

ARTICLE IV

INVESTMENT BY THE COMPANIES IN THE PROJECT; MAINTENANCE AND MODIFICATION

Section 4.01 Acquisition and Development of Project.

(a) The Companies agree that in order to fully qualify for the benefits of this Agreement they must acquire and/or develop, or cause to be acquired and/or be developed, the Project, as the same shall be determined from time to time by the Sponsor in its sole discretion and to expend or cause to be expended upon the cost of the Project not less than the Project Commitment by the end of the Investment Period; provided, however, that the benefits provided to the ~~Company~~ Companies under this Agreement shall be subject to adjustment or termination as provided in **Section 5.01** hereof if the aggregate investment in the Project does not reach the levels specified ~~therein~~ herein. As required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered.

(b) Expenditures by Co-Investors shall, together with expenditures by the Companies, count towards all investment requirements set forth in this Agreement. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Companies and any Co-Investor(s) pertaining to the Project and filed with respect to each Property Tax Year during the Investment Period.

(c) To encourage the Companies to increase its investment in the Project, if the investment in the Project reaches at least the Project Commitment by the end of the Statutory Investment Period and the Sponsor commits to additional investment in the Project, upon written request from the Sponsor, the County, acting by Resolution, will consider extension of the period for completion of the Project for up to an additional five years (the “**Extended Investment Period**”) (such Statutory Investment Period or Extended Investment Period, as the case may be, referred to herein as the “**Investment Period**”).

(d) Title to the Project shall remain in either or both of the Companies and/or their respective designated Co-Investor(s) throughout the Term of this Agreement except as otherwise provided herein, and the Companies and any such Co-Investor shall have full right to mortgage or otherwise encumber the Project in connection with any financing transactions deemed suitable by the Companies.

Section 4.02 Maintenance of Project. During the Term of this Agreement, and subject to the rights of the Companies under **Section 4.03** hereof, the Companies, at their own expense, will keep and maintain the Project in good operating condition.

Section 4.03 Modification of Project.

(a) As long as no Event of Default exists hereunder, the Companies shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Companies may during the Investment Period, at their own expense, add all such real and personal property as the Companies in their discretion deem useful or desirable to the Economic Development Property qualifying for the Negotiated FILOT under **Section 5.01** hereof without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 8.01** hereof with respect to Economic Development Property, in any instance where the Companies in their discretion determine that any items included in the Project, including any Economic Development Property and any portion of the Land, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Companies may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Companies may, at any time and in their discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of their operations in the County, and thereafter such property will be subject to *ad valorem* taxes.

(b) If the Companies sell, lease, or otherwise dispose of any portion of, the Land to a third party that is not a Co-Investor, the Companies shall deliver to the County, within thirty (30) days thereafter, a new **Exhibit A** to this Agreement. If the Companies add any real property to the Land, the Companies shall deliver to the County, within thirty (30) days thereafter, a new **Exhibit A** to this Agreement.

(c) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

(d) No release of Project Property effected under the provisions of this Agreement shall entitle the Companies to any abatement or diminution of the amounts payable by the Companies hereunder except the FILOT payment as specified in **Section 5.01**.

[End of **Article IV**]

ARTICLE V

FILOT PAYMENTS

Section 5.01 FILOT Payments.

(a) In accordance with the Act, the parties hereby agree that, during the Term hereof, there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Sponsor, the Sponsor Affiliate, or any Co-Investor(s), a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. If the Companies designate any Co-Investor(s) pursuant to **Section 8.02** hereof, the Companies must notify the County in writing at the time of such designation as to whether the Sponsor, the Sponsor Affiliate or such Co-Investor(s) shall be primarily liable for the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, each of the Companies shall be primarily liable for all FILOT Payments and other obligations due hereunder with respect to Economic Development Property owned by such Company; provided, however, that the County acknowledges that, as between the Companies, the satisfaction of the obligations of the Companies set forth in this section (including any FILOT Payments) may be subject to a separate agreement between the Companies and, therefore, the County agrees that it will accept the performance of the obligations of the Companies set forth in this **Article V** from either or both of the Companies, as set forth in such separate agreement.

(b) The Companies elect to calculate the Negotiated FILOT Payments in accordance with Section 12-44-50(A)(1)(b)(i) of the Code, and, subject to adjustment pursuant to ~~paragraph (j)~~ paragraphs (f), (g), and (h) below for failure to meet or maintain ~~the~~ certain investment levels or achieve the Project Commitment and to adjustment pursuant to the other provisions of this **Section 5.01**, in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property, the annual Negotiated FILOT Payments shall be payable for a consecutive period of up to twenty (20) years. Accordingly, if such Economic Development Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a consecutive period of twenty (20) years, up to an aggregate of twenty-five (25) years or, if the Investment Period is extended to the Extended Investment Period, up to an aggregate of thirty (30) years.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 413.6, which is the millage rate applicable in the County as of June 30, 2012 for the particular taxing district in which the Land is located, fixed for the entire term of this Agreement irrespective of any ~~future~~ annexation activity; and (3) the fair market value of such Economic Development Property as determined in accordance with Section 12-44-50(A)(1)(c) of the

Code, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence) as determined by the Department of Revenue.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT, the Economic Development Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Companies dispose of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 4.03(a)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the value of the Project or such portion thereof;

(iii) to increase such payments in the event the Companies add any Economic Development Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Companies elects to convert any portion of the Economic Development Property from the Negotiated FILOT to *ad valorem* taxes, as permitted by **Section 4.03(a)(iii)**.

(d) Upon installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not need to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the

Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the twenty (20) year period applicable to the Released Property.

(ii) The Companies shall maintain records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the Released Property.

(e) In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes and that, to the extent permitted by law, the Companies shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Companies were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “**Deficiency Payment**”).

(f) If the Companies fail to invest at least Five Million and No/100 Dollars (\$5,000,000.00) in the Project within the Statutory Investment Period, this Agreement shall be terminated retroactively. In such case, the Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable within ninety (90) days of written notice from the County to the Companies of such Deficiency Payment.

(g) If the ~~Company fails~~ Companies fail to meet the Project Commitment within the Statutory Investment Period, the County reserves the right to terminate this Agreement prospectively as of the date of the expiration of the Statutory Investment Period. In such case the Project shall revert to *ad valorem* taxation as of the date of the expiration of the Statutory Investment Period, but the ~~Company~~ Companies shall not be required to make any Deficiency Payment with respect to the Negotiated FILOT Payments made during the Statutory Investment Period. Notwithstanding the foregoing provisions, however, the County shall not terminate this Agreement in accordance with this subsection (g) so long as the Companies have achieved at least eighty-five percent (85%) of the Project Commitment by the end of the Statutory Investment Period.

(h) If at any time after the expiration of the Statutory Investment Period, the Companies fail to maintain investment in the Project at the level of Five Million and No/100 Dollars (\$5,000,000.00) (without regard to depreciation), then this Agreement shall terminate prospectively as of the Property Tax Year in which the investment level falls below Five Million and No/100 Dollars (\$5,000,000.00).

(i) In accordance with the provisions of **Sections 4.01(b)** and **8.02** hereof except for Existing Property, the fair market value of all property utilized by the Companies at the Project site, whether owned by either of the Companies outright or utilized by the Companies pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(j) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the Companies of notice that there has been a final determination by the County that such a Deficiency Payment or other retroactive payment is due.

[End of **Article V**]

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANIES

Section 6.01 Payment of Administration Expenses. Within thirty (30) days after receipt of an invoice, the Companies will pay the County's attorneys' fees incurred to date in connection with the negotiation and documentation of this Agreement in an amount not to exceed \$5,000. Thereafter, the Companies will reimburse the County from time to time for its Administration Expenses, including attorneys' fees, promptly upon written request therefor. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 6.02 Indemnification.

(a) Except as provided in paragraph (b) below, the Companies shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (the "**Indemnified Parties**") harmless against and from all claims by or on behalf of any Person arising from the County's performance of its obligations under this Agreement. If such claim shall be made against any Indemnified Party, then subject to the provisions of paragraph (b) below, the Companies shall defend them in any such action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Companies shall not be required to indemnify any Person against any claim or liability (i) occasioned by acts of such Person which are unrelated to the performance of the County's obligations hereunder; (ii) resulting from such Person's own negligence, bad faith, fraud, deceit or willful misconduct; (iii) for which the Companies were not given the reasonable opportunity to contest; or (iv) to the extent such claim or liability is covered by insurance pertaining to the loss sustained. An Indemnified Party may not avail itself of the indemnification provided in this **Section 6.02** unless it provides the Companies with prompt notice of the existence or threat of any such claim or liability, including without limitation copies of any citations, orders, fines, charges, remediation requests or other claims or threats of claims, in order to afford the Companies reasonable time in which to defend against such claim. Upon such notice, the Companies shall resist or defend against any such claim, action or proceeding at its expense, using counsel of its choice. The Companies shall be entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Parties; provided that the Companies shall not be entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of such Indemnified Party. To the extent that any Indemnified Party desires to use separate counsel for any reason other than a conflict of interest, such Indemnified Party shall be responsible for its independent legal fees.

Section 6.03 Defaulted Payments. In the event the Companies should fail to make any of the payments required under this Agreement, the item or installment so in default shall

continue as an obligation of the Companies until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Companies agree to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 6.04 Satisfaction of Payment/Indemnification Obligations. The County acknowledges that, as between the Companies, the satisfaction of the obligations of the Companies set forth in this Article is subject to a separate agreement between the Companies. The County agrees that it will accept the performance of the obligations of the Companies set forth in this **Article VI** from either or both of the Companies, as set forth in such separate agreement.

[End of **Article VI**]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Use of Project for Lawful Activities. During the Term of this Agreement, the Companies may use the Project for any lawful purpose authorized pursuant to the Act.

Section 7.02 Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Companies covenant that they will maintain their respective separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of their respective property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property (except, in either case, where the resulting, surviving, or transferee entity is either of the Companies or a Corporate Affiliate of either of the Companies, as to which such consolidation, merger, or transfer the County hereby consents and except as otherwise provided in Section 8.01 hereof). The resulting, surviving or transferee entity, if not either of the Companies, shall, within sixty (60) days following any such merger, consolidation or transfer, provide the County with written notification of such event together with a copy of the written instrument by which such resulting, surviving, or transferee entity has assumed the rights and obligations of either Company under this Agreement. The Companies acknowledge that, except as permitted herein, transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Companies with the applicable transfer provisions of the Act. Notwithstanding anything in this Agreement to the contrary, it is not intended that the County would impose transfer restrictions with respect to the Companies or the Project that would be any more restrictive than the provisions of Section 12-44-120 of the Code.

Section 7.03 Records and Reports. The Companies agree to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which are placed in service in each Property Tax Year during the Investment Period, the amount of investment in the Project, and computations of all Negotiated FILOT Payments, and to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "**Filings**"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the code for a recapitulation of the terms of this Agreement. Specifically, the Companies shall provide the following:

- (a) Each year during the Term hereof, the Companies shall deliver to the County Administrator, Economic Development Director, County Auditor, and the County Assessor a copy of the most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.
- (b) The Companies shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County

Administrator, County Auditor, and the County Assessor of the County and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate. Notwithstanding any other provision of this Section, the Companies may, by clear, written designation, conspicuously marked, designate with respect to any filings delivered to the County segments thereof that the Companies believe contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Companies with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Companies.

(c) The Companies shall also provide annually the information required by the Resolution adopted by the County Council on December 21, 2010, a copy of which is attached hereto as **Exhibit ~~EB~~**.

(d) To the extent permitted by applicable, law, the Companies may, by separate agreement, allocate between them the reporting requirements set forth in this Article, including without limitation the obligation to make the required Filings, and the County hereby agrees to accept performance of such obligations by either or both of the Companies as set forth in such separate agreement.

[End of **Article VII**]

ARTICLE VIII

CONVEYANCES; ASSIGNMENTS; SPONSORS AND SPONSOR AFFILIATES

Section 8.01 Conveyance of Liens and Interests; Assignment. The Companies may at any time (a) transfer all or any rights and interests of either Company hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any ~~lending, financing~~ Financing (as hereinafter defined), leasing, ~~security~~, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to either of the Companies or any of their Corporate Affiliates or operates such assets for the Companies or any of their Corporate Affiliates or is leasing such Economic Development Property in question from the Companies or any of their Corporate Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to a Corporate Affiliate of either of the Companies or to a financing entity or other Person in connection with any transfer of all or any part of the Economic Development Property as a result of a foreclosure or deed-in-lieu of foreclosure, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Companies shall first obtain the written consent of the County; (ii) except where a financing entity which is the income tax owner of all or part of the Economic Development Property, is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the applicable Company hereunder, or where the County consents in writing or where the transfer relates to Released Property pursuant to **Section 4.03** hereof, no such transfer shall affect or reduce any of the obligations of the Companies hereunder; (iii) to the extent that the transferee or financing entity shall become obligated to pay make Negotiated FILOT Payments hereunder, the transferee shall assume the then current basis of the applicable Company (or other income tax owner) in the Economic Development Property transferred; (iv) the Companies, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Companies and the transferee shall comply with all other requirements of the applicable transfer provisions of the Act. For purposes hereof, “Financing” shall mean any lending, financing, security, or similar arrangement with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property.

The Companies acknowledges that such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Companies with the applicable transfer provisions of the Act.

Section 8.02 Sponsors and Sponsor Affiliates. The County hereby authorizes the Companies to designate from time to time “sponsors” or “sponsor affiliates” pursuant to the

provisions of Sections ~~12-44-30(18)~~12-44-30(19) or (~~1920~~), respectively, and Section 12-44-130 of the Code, which “sponsors” or “sponsor affiliates” shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Corporate Affiliates of the Companies or other Persons described in **Section 8.01(b)** hereof. All other “sponsors” or “sponsor affiliates” who otherwise meet the requirements of Sections ~~12-44-30(18)~~12-44-30(19) or (~~1920~~) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a “sponsor” or “sponsor affiliate” invests an amount equal to or greater than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) prior to the end of the Statutory Investment Period, the investment by such “sponsor” or “sponsor affiliate” shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof in accordance with Section ~~12-44-30(18)~~12-44-30(19) of the Code. The Companies shall provide the County and the Department of Revenue with written notice of any such “sponsor” or “sponsor affiliate” so designated within ninety (90) days after the end of the calendar year during which any such “sponsor” or “sponsor affiliate” has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Code.

[End of **Article VIII**]

ARTICLE IX

TERM; TERMINATION

Section 9.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 9.02 Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Companies may, at their option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for such retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes and the County's rights owing hereunder at the time of such termination shall survive any such termination. The County may unilaterally terminate this Agreement if the Companies or any approved assignees of this Agreement ceases operations at the Project.

[End of **Article IX**]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default by the Companies. Any one or more of the following events (herein called an “**Event of Default**”, or collectively “**Events of Default**”) shall constitute an Event of Default by the Companies:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments or ~~Administration~~ Administrative Expenses, which default shall not have been cured within 30 days following receipt of written notice of such default from the County; ~~or~~

(b) if default shall be made by the Companies in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Companies written notice of such default; provided, the County may, in its discretion, grant the Companies a longer period of time as necessary to cure such default if the Companies proceed with due diligence to cure such default; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Companies have contested the occurrence of such default; or

~~(c) if the Companies cease the operation of the Project for a continuous period of 180 days;~~

(c) if the Companies cease operation of the Project for a continuous period of three hundred sixty-five (365) days for any reason other than the following specifically enumerated reasons: (i) work stoppages, boycotts, slowdowns, or strikes; (ii) shortages of materials, equipment, labor, or energy; (iii) unusual weather conditions; (iv) acts or omissions of governmental or political bodies; (v) acts of God, war, or terrorism; or (vi) one or more casualty events, but only to the extent that the Companies have commenced the repair or restoration of the Project within one hundred eighty (180) days of such casualty event and diligently pursue the completion of the same.

The failure by the Companies to meet the Project Commitment or any other investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Companies to make certain additional payments to the County, all as set forth in **Sections 3.03, 4.01** and **5.01** hereof.

Section 10.02 Remedies on Event of Default by the Companies. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Companies not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pertaining to the construction, acquisition, or

maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 7.03** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce FILOT Payment obligations of the Companies hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments.

Section 10.03 Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; and third, to pay the Negotiated FILOT in accordance with **Section 5.01** hereof.

Section 10.04 Default by the County. Upon the default of the County in the performance of any of its obligations hereunder, the Companies may take whatever action at law or in equity as may appear necessary or desirable to enforce their rights under this Agreement, including without limitation a suit for mandamus or specific performance.

[End of **Article X**]

ARTICLE XI

MISCELLANEOUS

Section 11.01 Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Companies of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers, or remedies.

Section 11.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 8.02** hereof and their respective successors and assigns as permitted hereunder.

Section 11.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

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

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

Ray E. Jones, Esquire
Parker Poe Adams & Bernstein LLP
Post Office Box 1509
Columbia, South Carolina 29202-1509
Phone: 803-253-8917
Fax: 803-255-8017
Email: rayjones@parkerpoe.com

Larry Smith, Esquire
County Attorney
Richland County
2020 Hampton Street
Columbia, South Carolina 29204

(c) As to the Sponsor:

Bo Segers, Associate General Counsel
Mars Petcare US, Inc.
315 Cool Springs Boulevard
Franklin, Tennessee 37067
Phone: 615-807-4502

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

J. Matthew Trent, Esquire
Womble Carlyle Sandridge & Rice, ~~PLLE~~LLP
Post Office Box 10208
Greenville, South Carolina 29603-0208
Phone: ~~864-255-5403~~864-255-5411
Fax: ~~864-255-5483~~864-239-5861
Email: mtrent@wcsr.com

And

Bo Segers, Associate General Counsel
Mars Petcare US, Inc.
315 Cool Springs Boulevard
Franklin, Tennessee 37067
Phone: 615-807-4502
Fax: N/A
Email: bo.segers@effem.com

(e) As to the Sponsor Affiliate:

[CLF Columbia LLC](#)
[c/o Caplease, LP](#)
[1065 Avenue of the Americas](#)
[New York, New York 10018](#)
[Phone: 212-217-6300](#)
[Fax: 212-217-6301](#)
[Attn: Paul Hughes, Esq.](#)

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

[Cozen O'Connor](#)
[1900 Market Street](#)
[Philadelphia, Pennsylvania 19103](#)
[Phone: 215-665-4657](#)
[Fax: 215-701-2207](#)
[Attn: Helene S. Jaron](#)

Section 11.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 11.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and no party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 11.06 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 11.07 Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 11.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11.09 Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 11.10 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 11.11 Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County Administrator and/or County Auditor without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 11.12 Limited Obligation of the County with Respect to Project. THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

[End of **Article XI**]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Sr., Chair of County Council
Richland County, South Carolina

[SEAL]

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

Date: _____, 2013

THE SPONSOR

By: _____
Name: _____
Its: _____

THE SPONSOR AFFILIATE

By: _____
Name: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION

TAX PARCEL R19000-05-07

EXHIBIT B
ACCOUNTABILITY RESOLUTION
[SEE ATTACHED]

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

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

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

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

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

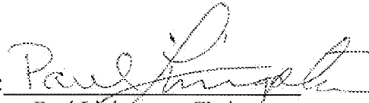
1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.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

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

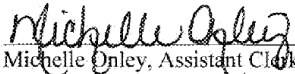
3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have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

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

RICHLAND COUNTY COUNCIL

BY: 
Paul Livingston, Chair

ATTEST this the 5 day of
January 2010. 2011


Michelle Onley, Assistant Clerk of Council

Richland County Council Request of Action

Subject

Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters [**PAGES 220-223**]

Notes

First Reading: July 2, 2013

Second Reading:

Third Reading:

Public Hearing:

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 BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA, TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“Richland”), and Fairfield County, South Carolina (“Fairfield”) (collectively, “Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), have jointly developed the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, the Counties entered into an agreement entitled “Master Agreement Governing the I-77 Corridor Regional Industrial Park” (“Master Agreement”), the provisions of which govern the operation of the Park;

WHEREAS, Dayton Rogers of South Carolina, LLC and LBE Two, LLC (collectively, “Company”), are investing in Richland through the establishment of a manufacturing facility and the acquisition of real and personal property in Richland (“Project”);

WHEREAS, Richland, as a part of the inducement to the Company to locate the Project in Richland, has offered to located the Project in the Park;

WHEREAS, Richland desires to expand the boundaries of the Park and amend the Master Agreement to include the Project as more particularly described on the attached Exhibit A; and

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Project. The Richland Council Chair, or the Vice Chair in the event the Chair is absent, the Richland County Administrator and the Clerk to the Richland County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council.

Section 2. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 3. General Repealer. Any prior ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 4. Effectiveness. This Ordinance shall be effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chair of County Council
Richland County, South Carolina

(SEAL)

Attest this ____ day of _____, 2013

Michelle Onley, Clerk to Council
Richland County, South Carolina

First Reading: July 2, 2013
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
DESCRIPTION OF PROPERTY

1020 2nd Avenue, Columbia, Richland County, South Carolina.

TMS # 13512-03-01

Richland County Council Request of Action

Subject

- a. A Resolution to state the commitment of Richland County to enter into a Fee-in-Lieu of Tax Agreement with Mars Petcare US, Inc. and CLF Columbia LLC; to provide the general terms of the Fee-in-Lieu of Tax Agreement; to identify the "Project" for purposes of the Fee-in-Lieu of Tax Simplification Act; and to provide for other matters related thereto **[PAGES 225-227]**
- b. Approval of Central SC Alliance Member Marketing Grant **[PAGE 228]**
- c. Motion to approve an additional \$82,000 in Hospitality Tax for the Palmetto Capital City Classic **[WASHINGTON]**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

RESOLUTION NO. _____

A RESOLUTION

TO STATE THE COMMITMENT OF RICHLAND COUNTY TO ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH MARS PETCARE US, INC. AND CLF COLUMBIA LLC; TO PROVIDE THE GENERAL TERMS OF THE FEE-IN-LIEU OF TAX AGREEMENT; TO IDENTIFY THE “PROJECT” FOR PURPOSES OF THE FEE-IN-LIEU OF TAX SIMPLIFICATION ACT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the “County”), a political subdivision of the State of South Carolina (the “State”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the “Act”) (i) to enter into agreements with qualifying industry to induce new and existing manufacturing and commercial enterprises to locate and remain in the State, thus utilizing and employing manpower and other resources of the State and otherwise promoting the industrial and economic development of the State; and (ii) to covenant with such industry to accept certain payments in lieu of *ad valorem* taxes (“FILOT Payments”) with respect to such investment in the State;

WHEREAS, Mars Petcare US, Inc. and CLF Columbia LLC (also known collectively as “Project Sweetbay”) (collectively, the “Companies”) are considering the construction and installation of certain facilities in the County (the “Project”);

WHEREAS, the decision of the Companies to locate the Project within the County is conditioned upon the approval by the County of a new fee-in-lieu of tax arrangement with respect to economic development property to be invested by the Companies, including personal property and real property; and

WHEREAS, the County intends by this Resolution to commit itself to enter into a fee-in-lieu of tax agreement (the “FILOT Agreement”) with the Companies under the Act.

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

1. The adoption of this Resolution is an official action by the Council to identify and induce the Project under the Act. For purposes of the Act, this Resolution is an “Inducement Resolution”.

2. The County commits to enter into a negotiated fee-in-lieu of tax arrangement with the Companies, the terms of which shall be set forth in the FILOT Agreement, containing substantially the following terms:

- a. an initial investment period of five (5) years;
- b. the commitment by the Companies to invest at least Eighteen Million Five Hundred Nineteen Thousand Six Hundred and No/100 Dollars (\$18,519,600.00) in qualifying economic development property in the Project by the end of the investment period;
- c. calculation of FILOT Payments using an assessment ratio of six percent (6.0%) and a fixed millage rate of 413.6 mils for the entire term of the FILOT Agreement;
- d. a term of twenty (20) years for each phase of the Project under the FILOT Agreement;
and

- e. the commitment by the Companies to reimburse the County for its administrative expenses, including attorney's fees.
- 3. At the request of the Companies, the County shall use its best efforts adopt a new multi-county industrial park agreement or amend an existing multi-county industrial park agreement to include the Property, to the extent that the Property, or any portion thereof, is not currently subject to a multi-county industrial park agreement.
- 4. The County shall approve the FILOT Agreement, its terms, provisions and conditions, by passage of an ordinance to be adopted in accordance with South Carolina law and the rules and procedures of the Council.
- 5. The County finds that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.
- 6. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.
- 7. This Resolution takes effect upon its adoption.

[SIGNATURES FOLLOW ON NEXT PAGE]

Resolution No. _____

Adopted this 16th day of July, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

[SEAL]

Mr. Kelvin Washington, Chairman

Attest:

Michelle Onley, Clerk to County Council



MEMORANDUM

To: Economic Development Committee
From: Nelson Lindsay, Director of Economic Development
Date: July 10, 2013
Re: CSCA Member Grant

The Richland County Economic Development Office has applied for and received a \$7,500 grant from the Central SC Alliance. This grant is to fund marketing activities related to economic development. Richland County will use the funding to develop a website specifically for the Pineview Industrial Park as well as aerial photography for the site. The County must match the grant amount which will be done with funds budgeted for this purpose in the Economic Development Office budget.

Staff recommends the Economic Development Committee approves receiving this grant.

Cc: Sara Salley, Grants Administrator

Richland County Council Request of Action

Subject

Airport Commission-1; there is one vacancy on this commission; Dennis L. Dabney, September 18, 2016 (resigned)

Richland County Council Request of Action

Subject

Accommodations Tax Committee-3; positions needed to be filled are for Lodging, Hospitality and Cultural; applications was received from the following: **[PAGES 230-234]**

J. Benjamin Blackwell*
Thomas E. Holloway



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

Applicant must reside in Richland County.

Name: J. Benjamin Blackwell

Home Address: 500 Gills Creek Parkway, Apt. 1810 Columbia, SC 29209

Telephone: (home) 803-309-6221 (work) 803-309-6221

Office Address: 822 Gervais Street, Columbia, SC 29201

Email Address: ben@hospitalityamerica.com

Educational Background: University of South Carolina, BA Political Science

Professional Background: General Manager, Hampton Inn Columbia Downtown

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

Name of Committee in which interested: Accommodations Tax Advisory Committee, A-Tax

Reason for interest: I love serving on this committee and being apart of all that it represents. My term has expired and I am seeking a second term.

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

I have served on the committee since June of 2011 and have enjoyed contributing back to the community and would like to continue.

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

Any other information you wish to give? Thank you for the opportunity.

Recommended by Council Member(s): _____

Hours willing to commit each month: What is needed.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No NA _____

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 NA _____

If so, describe: _____

J. Benjamin Blackwell
Digitally signed by J. Benjamin Blackwell
DN: cn=J. Benjamin Blackwell, o=Hospitals for the Homeless
Historic District, email=jblackwell@hospitalsforthehomeless.com, c=US
Date: 2013.07.10 12:45:46 -0400

Applicant's Signature

July 09, 2013
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: THOMAS E. HOLLOWAY
Home Address: 7 TROTWOOD DR. COLUMBIA, 29209
Telephone: (home) 803-695-1477 (work) RETIRED

Office Address:

Email Address: TEHOLLOWAY@SC.RR.COM

Educational Background: BA JOURNALISM, USC '73

Professional Background: CORPORATE RETAIL AND MEDIA JOBS (SEE ATTACHED)

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

Name of Committee in which interested: ACCOMMODATIONS TAX

Reason for interest: I NOW HAVE THE DESIRE AND TIME TO DEVOTE MY ENERGIES AND MY BUSINESS SKILLS AS A VOLUNTEER TO HELP THE COLUMBIA COMMUNITY

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

DURING MY PRIOR EMPLOYMENT, I WORKED WITH LEADERS IN THE LOCAL ARTS, LODGING AND HOSPITALITY INDUSTRIES FOR OVER 10 YEARS. SEE ATTACHED CLIENT LIST.

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: UNLIMITED, FLEXIBLE - RETIRED

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

James E. Solandry 7/2/13
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Board of Assessment Appeals-1; there is one vacancy on this board; applications were received from the following:
[235-242]

Eric John Grant*
Jennifer Green



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

Applicant must reside in Richland County.

Name: Eric John Grant

Home Address: 1912 Horrell Hill Road Hopkins, SC 29061

Telephone: (home) (803) 776-3961 (work) (803) 960-9428

Office Address: 5725 Lower Richland Blvd Hopkins, SC 29061

Email Address: egrant@3gconstructs.com

Educational Background: BS. Biology/ Chemistry (USC) MBA

Professional Background: General Contractor, Construction Manager, Water & Sewer, Plumber

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Board of Assessment and Appeals

Reason for interest: I feel that I have something to contribute with my educational and professional background

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

I am fair, work well with groups, and I want to serve my county in any compacity

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

Any other information you wish to give? _____

Recommended by Council Member(s): Kelvin Washington

Hours willing to commit each month: 10-20

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____

No ✓ _____

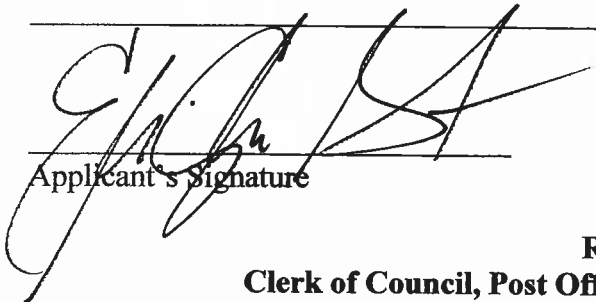
STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

5-20-2013
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Jennifer Green

Home Address: 126 Lakin Rd., Eastover, SC 29044

Telephone: (home) (803) 776-5240 (work) (919) 274-2581

Office Address: 1320 Main Street, Columbia, SC 29201

Email Address: jengger1@yahoo.com

Educational Background: B.A. in political science (UNC-Chapel Hill), J.D. (University of Florida)

These positions are filled.

Professional Background (Must be one): CPA Attorney Business person

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

Name of Committee in which interested: Board of Assessment Appeals

Reason for interest: I am a 1988 graduate of Lower Richland High School who recently moved back to SC and desires to serve the community and state she grew up in.

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

(A resume is also requested.) A detailed resume is attached to address my qualifications to serve on Richland County boards and commissions.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? Resume included

Recommended by Council Member(s), if any: N/A

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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

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

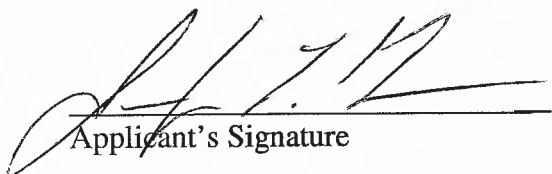
All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board? Yes No

If so, describe: _____


Applicant's Signature

6/3/13
Date

Applications are current for one year.

Please return applications to:
Richland County
Clerk of Council's Office
Post Office Box 192
Columbia, SC 29202

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	

JENNIFER L. GREEN, ESQ.

126 Lakin Road
Eastover, SC 29044
jenngerl@yahoo.com
Home: (803) 776-5240
Mobile: (919) 274-2581

SUMMARY

SC licensed attorney, SC Notary Public, fiscal manager, and certified public manager with the ability to manage projects throughout their life cycle efficiently while adapting process improvement to client and situational needs. Effective facilitator and team builder with a focus on continuous process improvement, policy development, business processes, financial systems, project management, and MS Office and Adobe products.

EDUCATION

eCORNELL UNIVERSITY, Ithaca, NY

Master Certificate in Project Leadership and Systems Design; completion anticipated December 2013

HARVARD KENNEDY SCHOOL EXECUTIVE EDUCATION PROGRAM-LEADERSHIP FOR THE 21ST CENTURY: GLOBAL CHANGE AGENTS, Boston, MA

Certificate received in June 2011

WESTERN CAROLINA UNIVERSITY-GRADUATE SCHOOL AND RESEARCH, Cullowhee, NC

Graduate Certificate Program in Project Management completed in August 2008

UNIVERSITY OF FLORIDA-FREDRIC G. LEVIN COLLEGE OF LAW, Gainesville, FL

J.D. received in May 1995

Received Virgil Hawkins Law Fellowship in 1992

UNIVERSITY OF NORTH CAROLINA, Chapel Hill, NC

B.A. in Political Science received in May 1992

PROFESSIONAL EXPERIENCE

HIRE COUNSEL – Columbia SC

2013-Present

Legal & Review Management

Contract Attorney

REVIEWS AND CODES E-DISCOVERY DOCUMENTS TO ADDRESS RESPONSIVENESS, PRIVILEGE, CONFIDENTIALITY, ISSUES, AND REDACTION FOR LAW FIRMS USING THE RELATIVITY, CONCORDANCE, AND IPRO PLATFORMS.

DEPARTMENT OF HEALTH & HUMAN SERVICES – Columbia SC

2012-2013

Division of Finance and Administration

Director of Planning & Budget

DIRECTED THE BUDGET PROCESS (\$5.9B), MANAGED BUDGET COST STUDIES AND ANALYSES OF BUDGET INFORMATION TO RESPOND TO EXTERNAL QUERIES AND PROVIDE MANAGEMENT INFORMATION, MANAGED A FORMAL DEPARTMENT WIDE PROCESS TO SOLICIT AND REVIEW THE CURRENT AND PROJECTED NEEDS OF ALL PROGRAM/ADMINISTRATIVE UNITS, MONITORED REVENUES AND EXPENDITURES DURING THE FISCAL YEAR AND COORDINATED BUDGETING ACTIVITIES, AND SUPERVISED OFFICE CONSISTING OF BUDGET MANAGER, ADMINISTRATIVE ASSISTANT, AND FIVE BUDGET ANALYSTS.

- RECONCILED MONTHLY EXPENDITURE AND REVENUE DATA TO PREPARE CUSTOMIZED BUDGET REPORTS FOR THE CHIEF FINANCIAL OFFICER
- PREPARED AND COMPLETED ALL ANNUAL BUDGET REQUEST DOCUMENTS FOR SUBMISSION TO SC BUDGET & CONTROL BOARD
- ANALYZE MONTHLY ACTUARIAL DATA PROVIDED BY CONTRACT ACTUARY (MILLIMAN) TO DETERMINE ANTICIPATED EXPENDITURES FOR CURRENT FISCAL YEAR AND TO FORECAST FUTURE BUDGET NEEDS
- PREPARE AGENCY EXECUTIVE SUMMARY FOR QUARTERLY REPORTS (TO INCLUDE TEXT OF PROGRAM SUMMARIES AND AGENCY OVERVIEW AS WELL AS RELATED PROGRAM CHARTS AND GRAPHS)

CITY OF RALEIGH POLICE DEPARTMENT – Raleigh NC

2009-2012

Office of the Chief of Police

Fiscal Manager

AS FINANCE AND BUDGET OFFICER, PREPARED THE DEPARTMENT BUDGET SUBMISSION (\$89M) DOCUMENTS AND SUBMITTED IN PEOPLESOFT EPM; MONITORED INTERNAL EXPENDITURES; ACTED AS LIAISON WITH THE CITY OF RALEIGH FINANCE AND BUDGET DEPARTMENT; MAINTAINED FINANCIAL RECORDS AND DEPOSITS; APPROVED REQUISITIONS AND CREDIT CARD TRANSACTIONS IN PEOPLESOFT FINANCIALS; AND COORDINATED ALL EQUIPMENT AGENCY PURCHASES. SUPERVISED FISCAL SERVICES UNIT CONSISTING OF GRANTS MANAGER, FALSE ALARM/FACILITIES PROJECT MANAGER, AND BUDGET SPECIALISTS.

- PREPARE SPREADSHEET ANALYSES AND COORDINATE SPECIAL PROJECTS TO MONITOR/TRACK TRAVEL EXPENDITURES, SPECIAL RESERVES (ASSET FORFEITURE AND CONTROLLED SUBSTANCE), REVENUES (I.E., USE OF POLICE VEHICLE COLLECTIONS), YOUTH PROGRAM EXPENDITURES, AND ENSURE FUNDING AVAILABILITY FOR AGENCY PRIORITIES AND OTHER SPECIAL PROJECTS
- PREPARE ALL AGENCY COUNCIL AGENDA ITEMS AND SUPPORTING DOCUMENTATION (WHEN BUDGET IS IMPACTED) IN COMPLIANCE WITH CITY PROCEDURES AND GUIDELINES TO INCLUDE THE USE OF SPECIAL RESERVES TO FUND CAPITAL PROJECTS, POSITION REQUESTS, REVENUES, AND OTHER BUDGET TRANSFERS/AMENDMENTS

ADMINISTRATIVE OFFICE OF THE COURTS (AOC) – Raleigh NC

2006-2009

Financial Services Division

Senior Budget Analyst

LEAD STAFF ON EXPANSION BUDGET DEVELOPMENT (\$85M) AND RESULTS-BASED BUDGETING; PROVIDED BUDGET AND FINANCIAL ANALYSES AND DATA ON EXPENDITURES AND REVENUES; PREPARED FISCAL ANALYSES ON THE IMPACT OF LEGISLATION; WORKED WITH STAFF FROM THE GENERAL ASSEMBLY AND THE OFFICE OF STATE BUDGET AND MANAGEMENT; AND MET FINANCIAL REPORTING REQUIREMENTS SUCH AS DUTY STATION REPORT, COURT INFORMATION TECHNOLOGY FUND (CITF) REPORT, PERSONAL SERVICES CONTRACTS REPORT, AND RECEIPT-SUPPORTED POSITIONS REPORT.

- PREPARED ANALYSES OF INTERPRETER EXPENDITURES, VARIOUS FEES, TRAVEL EXPENDITURES, AND SOFTWARE MAINTENANCE AGREEMENT EXPENDITURES
- PREPARED COST-BENEFIT ANALYSIS OF CERTAIN MAINFRAME ALTERNATIVES (SYSPLEX) FOR SENIOR MANAGEMENT, PRESENTED FINDINGS, AND MADE RECOMMENDATIONS
- WORKED WITH PROGRAMMERS TO DEVELOP THE POSITION COSTS ANALYSIS TOOL (PCAT) TO EFFICIENTLY GENERATE POSITION COST STATEMENTS, ESTIMATES, AND REPORTS TO BE USED IN PREPARING JUDICIAL BRANCH BUDGET REQUESTS

ADMINISTRATIVE OFFICE OF THE COURTS (AOC) – Raleigh NC

2000-2006

**Office of the Senior Deputy Director
Senior Research & Policy Associate**

PREPARED FISCAL AND LEGAL ANALYSIS ON THE IMPACT OF PROPOSED LEGISLATION ON THE COURT SYSTEM FOR LEGISLATORS AND POLICYMAKERS; PRODUCED ANNUAL JUDICIAL BRANCH PUBLICATIONS INCLUDING THE *STATISTICAL AND OPERATIONAL SUMMARY*, *ANNUAL REPORT*, *QUICK FACTS CARD*, AS WELL AS *THE JUDICIAL SYSTEM IN NORTH CAROLINA* BOOKLET; PREPARED AND PROVIDED STATISTICAL TABLES AND DATA; PREPARED ANALYSES ON COURT FACILITY SPACE NEEDS, AND HANDLED DISABILITIES ISSUES (ADA COMPLIANCE); DEVELOPED AND CONDUCTED STUDIES AND SURVEYS; RESPONDED TO INFORMATIONAL REQUESTS; AND PREPARED LEGISLATIVE REPORTS.

- LEAD STAFF TO THE PUBLIC TRUST COMMITTEE OF THE STATE JUDICIAL COUNCIL
- GRANT WRITER AND PROJECT DIRECTOR FOR THE PUBLIC TRUST AND EDUCATION PROJECT
- PREPARED REPORT TO THE GENERAL ASSEMBLY REGARDING TRAINING NEEDS FOR JUDICIAL OFFICIALS IN FAMILY COURT

ADMINISTRATIVE OFFICE OF THE COURTS (AOC) – Raleigh NC

1998-2000

**Office of Research & Planning
Research & Policy Associate**

PREPARED FISCAL AND LEGAL ANALYSIS ON THE IMPACT OF PROPOSED LEGISLATION ON THE COURT SYSTEM FOR LEGISLATORS AND POLICYMAKERS; PREPARED AND PROVIDED STATISTICAL TABLES AND DATA; HANDLED COURT FACILITIES SPACE AND DISABILITIES ISSUES; DEVELOPED AND CONDUCTED STUDIES AND SURVEYS; RESPONDED TO INFORMATIONAL REQUESTS; AND PREPARED LEGISLATIVE REPORTS.

- COORDINATED A STATEWIDE STUDY ON PRETRIAL SERVICES PROGRAMS AND PRESENTED FINDINGS TO THE LEGISLATIVE REVIEW COMMISSION'S COMMITTEE ON BAILS BONDS LAWS
- PREPARED REPORT TO THE GENERAL ASSEMBLY EVALUATING THE DEVELOPMENT AND IMPLEMENTATION OF THE CUMBERLAND COUNTY JUVENILE ASSESSMENT CENTER (JAC) PROJECT

S.C. HOUSE OF REPRESENTATIVES – Columbia SC

1995-1998

**Ways & Means Committee
Budget & Research Analyst**

STAFFED THE CRIMINAL JUSTICE BUDGET SUBCOMMITTEE (INCLUDED 11 CRIMINAL JUSTICE AGENCIES) FOR THE HOUSE APPROPRIATIONS COMMITTEE AND SERVED AS THE COMMITTEE LEGISLATION COORDINATOR.

- USED PERFORMANCE BUDGET MEASURES AND ZERO-BASED BUDGETING TO ANALYZE AGENCY PROGRAMMING AND BUDGETING NEEDS
- ANALYZED AND PARTICIPATED IN DRAFTING LEGISLATION AND AMENDMENTS, RESEARCHED PUBLIC POLICY ISSUES, AND PREPARED SPEECH MATERIALS
- MAINTAINED RELATIONSHIPS WITH MEMBERS OF THE GENERAL ASSEMBLY AND THEIR STAFF, AND RESPONDED TO CONSTITUENT INQUIRIES

COMPUTER SKILLS

WORD, EXCEL, POWERPOINT, PAGEMAKER, MSPROJECT, ACCESS, PEOPLESOFT (ORACLE ERP), SHAREPOINT

REFERENCES AVAILABLE UPON REQUEST

Richland County Council Request of Action

Subject

Community Relations Council-2; there are two positions on this council; applications were received from the following: **[PAGES 243-253]**

Dr. Allen Coles*
Kerry Feduk
Kimberly Andrena Kennedy Gooden
Toya Dion Jefferson Murph



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

Applicant must reside in Richland County.

Name: Allen Coles

Home Address: 1401 Berkeley Rd Columbia 29205

Telephone: (home) 254-4766 (work)

Office Address:

Email Address: acoles3@hotmail.com

Educational Background: PhD

Professional Background: Educational Administrator

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

Name of Committee in which interested: Greater Columbia Community Relations Council

Reason for interest: I am completing my first three-year term and would like to be reappointed to finish the task of strategic planning designed to make the organization more essential to the community and the County Council.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am attuned to the issues that divide our community and have the desire to improve the quality of life for all.

Presently serve on any County Committee, Board or Commission? Greater Columbia Community Relations Council

Any other information you wish to give? _____

Recommended by Council Member(s): Council Member Gregory Pearce

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Allen Coles
Applicant's Signature

6/26/2013
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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



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

Applicant must reside in Richland County.

Name: Kerry Feduk

Home Address: 180 Branch Hill Lane, Columbia, SC 29223

Telephone: (home) (803) 735-3127 (work) (803) 737-3324

Office Address: SC ETV, 1101 George Rogers Blvd., Columbia, SC 29201

Email Address: feduk@scetv.org

Educational Background: see attached

Professional Background: see attached

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

Name of Committee in which interested: _____

Reason for interest: Asked to serve by chair of Greater Columbia Community Relations Council

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

see attached

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

Any other information you wish to give? see attached

Recommended by Council Member(s): Karen Jenkins

Hours willing to commit each month: Hours required to attend scheduled meetings

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.

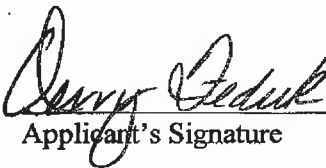
Yes _____ No XX _____

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 XX _____ No _____

If so, describe: I am part of Executive Management Team of SC ETV.as Vice President of Content. I am responsible for editorial decisions and may need at times to recuse myself.


Applicant's Signature

January 17, 2013
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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

South Carolina ETV Network
Kerry Feduk
Vice President of Content

PROFESSIONAL EXPERIENCE

Vice President of Content, May 2007-Present
South Carolina ETV Network

Interim Vice President of Content, October 2006-May 2007
South Carolina ETV Network

Assistant Director of Broadcasting, November 2003-October 2006
Administration, Programming, and Cable Relations
South Carolina ETV Network

Production Manager, August, 1999-November 2003
South Carolina ETV Network

Production Operations Manager, January 1991-June 1998
South Carolina ETV Network

Business & Production Manager, 1987-1990
Bates Video Production, Nebraska (private company)

Nebraska State Film Commissioner, 1985-1987
Nebraska Governor's Office and Department of Economic Development

Unit Director Sports & Special Projects, 1982-85
Production Operations Facilities Coordinator, 1971-1982
Nebraska ETV Network

RELEVANT EXPERIENCE/SKILLS/PROJECTS

SOUTH CAROLINA FILM OFFICE TASK FORCE

Co-Edited With Task Force Chairman Final Report to Governor

NEBRASKA FILM OFFICE STUDY COMMITTEE

Chair and Authored "Report to the Governor: Future of Film in Nebraska"

CPB TRAINING GRANT FOR WOMEN AND MINORITIES

Grant Author and Recipient

1987-1990 FREELANCE LOCATION SCOUT/MANAGER – NEBRASKA

*Major Feature Film Studios, Production Companies, and National Network and
Syndicated Television Producers and Companies*



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Kimberly Andrena Kennedy Gooden

Home Address: 508 Oak Cove Dr. Coler SC 29229

Telephone: (home) 803 699-5995 (work) 803 552-9345

Office Address: 201 Colenshire Dr. Coler SC 29229

Email Address: Kennedygooden@yahoo.com

Educational Background: BA Sociology, MA Counseling, MA Human Resource Dev.

Professional Background: Executive Director, Therapist, Social Worker

Male [] Female [x]

Age: 18-25 [] 26-50 [x] Over 50 []

Name of Committee in which interested: Community Relations Council

Reason for interest: Presently on the board and wish to continue the work that has been implemented.

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

Strong leadership and ability to work with a diverse group of people.

Presently serve on any County Committee, Board or Commission? yes I am a returning member

Any other information you wish to give?

Recommended by Council Member(s): Val Hutcheson

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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

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

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

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

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

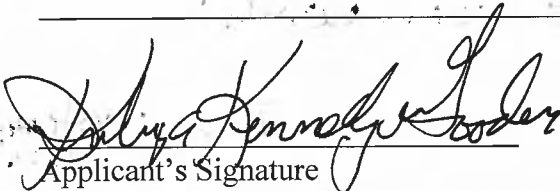
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

10-23-12
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Toya Dion Jefferson Murph

Home Address: 201 Pine Loop Drive Blythewood, SC 29016

Telephone: (home) 803-834-5286 (work) 803-896-0886

Office Address: 8231 Parklane Road Columbia, SC 29223

Email Address: toya_murph@hotmail.com

Educational Background: AS, BS Biology, MS Human Service, Currently DrPH

Professional Background: military + emergency management

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

Name of Committee in which interested: Community Relations

Reason for interest: To be an advocate for my community and make Richland County a better place to live

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
This would be a tremendous opportunity for me to provide my diverse professional background knowledge to help our community.

Presently serve on any County Committee, Board or Commission? None

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 20 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.

Richland County Council Request of Action

Subject

East Richland Public Service Commission-1; there is one position on the commission; applications were received from the following: **[PAGES 254-261]**

Phyllis Beighley*
Norman M. Paige
Mark A. Riffle



RECEIVED
2013 JUN 25 PM 3:50
RICHLAND COUNTY
ADMINISTRATOR'S OFFICE

APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Phyllis Beahley

Home Address: 6 Old Mill Court, Columbia, SC 29206

Telephone: (home) 803-238-9571 (work) _____

Office Address: Retired

Email Address: veighley4@gmail.com

Educational Background: BA Connecticut College; CEBS (certified employee benefit specialist)

Professional Background: 1972-2003 SC Budget & Control Bd Benefits Div
2009-2012 SC House of Rep Staff

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

Name of Committee in which interested: East Richland County Public Service Comm.

Reason for interest: Currently, I am the Vice Chairman and would like to be reappointed in order to serve the community and think that my business skills are valuable to the Commission

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

Commission: Vice Chair of the Commission - have served 4 years - 31 years management experience in Employee benefits - Eastminster Day School Board Member

Presently serve on any County Committee, Board or Commission? YES ERCPSD

Any other information you wish to give? I was on the YMCA Board for 10 years

Recommended by Council Member(s): Greg Pearce; Jim Manning

Hours willing to commit each month: whatever it takes

CONFLICT OF INTEREST POLICY

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

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓ _____

If so, describe: _____

Phyllis Beightley
Applicant's Signature

6/21/13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: NORMAN M. PAIGE
Home Address: 4711 OAK HILL ROAD - COLUMBIA, SC 29206
Telephone: (home) cell 803-260-2765 (work) SAME
Office Address: P.O. Box 5437 - COLUMBIA, SC 29205
Email Address: NMVAIGE@AOL.COM
Educational Background: UNIVERSITY SYRACUSE GRADUATE
Professional Background: BUSINESS

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

Name of Committee in which interested: EAST RICHLAND PUBLIC SERVICE COMMISSION

Reason for interest: LIVES IN DISTRICT - CAN ADD TO COMMITTEE WITH
BUSINESS & FINANCIAL EXPERIENCES EXPERTISE

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

Commission:

BUSINESS & FINANCIAL BACKGROUND & EXPERIENCES
& WORKING WITH PEOPLE

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

Any other information you wish to give? READ SHORT BID

Recommended by Council Member(s): LIVES IN JIM MANNING DISTRICT

Hours willing to commit each month: 20 HOURS

CONFLICT OF INTEREST POLICY

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Norman M. Paige
Applicant's Signature

6/27/13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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

Norman M. Paige
4711 Oak Hill Road
Columbia, SC 29206
803-260-2765
June27,2013



Norm Paige currently serves as SC SCORE State District Director since 2006. SCORE is a resource partner of SBA. He has offices in the Thurmond Federal Building with SBA. SC SCORE has 6 chapters, 22 branches, and 214 Score volunteers. SCORE mission is to help & counsel SC Small Businesses. He has served in many leadership positions in the Midlands Score Chapter including Chapter Chair. He joined SCORE in 2004 after his company was sold. His career in "Sales Management, Finance, & Niche Marketing" are still areas of his expertise in counseling SCORE leaders & clients.

Norm received his bachelor's degree from Syracuse University where he majored in Political Science & a minor in Accounting. During his high school & colleges years, he worked for his family's office supply & Furniture Company. Norm was drafted into the Army to Fort Jackson after graduating from the University. After his military assignment Norm worked in sales in Rochester, New York before returning to Columbia, S. Carolina. He began his career in sales management at Columbia Office Supply Company. Norm & his business partners purchased Columbia Office Supply in 1990. Norm, after they sold their business to Staples Corporation joined SCORE.

Norm is active in his place of workshop, a lifetime member of Sertoma International, member of the Board of Director of Christopher Towers, Past Board Member of the SC Christian Council, American Legion, Past Board Member of the Executive Committee SC State Democratic Party, Great Columbia Chamber of Commerce, & a past member of the SC Highway Dept. "Right Away Board." His hobbies include traveling, golf, the Grand Strand, & horseshoe pitching.

Norman & his wife Nancy reside in Columbia and have one son, Michael.

Norman M. Paige



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

Applicant must reside in Richland County.

Name: MARK A. RIFFLE

Home Address: 4909 TRENHOLM RD., FOREST ACRES, SC 29206

Telephone: (home) 803-782-9007 (work) 803-898-9710

Office Address: 3440 HARDEN ST. EXTENSION, COLUMBIA, SC 29203

Email Address: MRIFFLE@DDSN.SC.GOV

Educational Background: MASTERS DEGREE IN PUBLIC ADMINISTRATION

Professional Background: 18 YEARS OF STATE OF SC SERVICE (SC DEPT. OF DISABILITIES
SC DEPT. OF AGRICULTURE)

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

Name of Committee in which interested: EAST RICHLAND COUNTY PSD

Reason for interest: DESIRE TO SERVE THE COMMUNITY. I AM A CONSUMER
OF THE PSD'S SERVICES.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
EDUCATION, EXPERIENCE AS A CONSENSUS BUILDER

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

Any other information you wish to give? SMALL BUSINESS OWNER

Recommended by Council Member(s): N/A

Hours willing to commit each month: 3-4

CONFLICT OF INTEREST POLICY

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

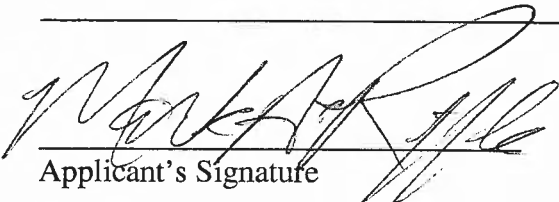
Yes _____ No _____


STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature


Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Employee Grievance Committee-4; no applications have been received

Richland County Council Request of Action

Subject

Hospitality Tax Committee-2; there are two vacancies on this committee; applications were received from the following: **[PAGES 263-269]**

John Adams
Shanelle Baker
Robert A. Swanson



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: JOHN ADAMS

Home Address: 1045 FLAT CHIMNEY LOOP, COLUMBIA, SC 29209

Telephone: (home) 803 920-2920 (work) 803 799-8035

Office Address: 1711 GERVAIS ST COLUMBIA SC 29209

Email Address: JOHNHADAMS@AOL.COM

Educational Background: ATTENDED: HEATHWOOD HALL & GFC UNDERGRADUE

Professional Background: REALTOR FROM '79 - PRESENT

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

Name of Committee in which interested: HOSPITALITY TAX

Reason for interest: I WANT TO BE INVOLVED IN THE PROCESS OF H. TAX ALLOCATIONS FROM THE VIEW POINT OF A TAXPAYER.

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

INVOLVED IN MY COMMUNITY. I AM A HOMEOWNER. I AM A REALTOR. I PROFESSIONALLY PROMOTE THIS COUNTY AS A GREAT PLACE TO LIVE

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: AS MUCH AS NEEDED. 5-25

CONFLICT OF INTEREST POLICY

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

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____

[Signature]
Applicant's Signature

6/13/13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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



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

Applicant must reside in Richland County.

Name: Shanelle Baker
Home Address: 2601 Flamingo Dr Columbia SC 29209
Telephone: (home) 414 1708 (work) 618 2969
Office Address: 1200 Colonial life Blvd Columbia SC 29210
Email Address: Shanelleyb@gmail.com
Educational Background: USC - Columbia B.A. Political Science
Professional Background: 9+ years Colonial life Insurance
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Hospitality Tax Committee
Reason for interest: I would like to volunteer my time and service to help enrich the lives of others
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Project management (Lean Six Sigma Certified)
Community Event Planner (Labor of Love Project)
Presently serve on any County Committee, Board or Commission? N/A
Any other information you wish to give? _____
Recommended by Council Member(s): Helvin Washington
Hours willing to commit each month: flexible

CONFLICT OF INTEREST POLICY

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

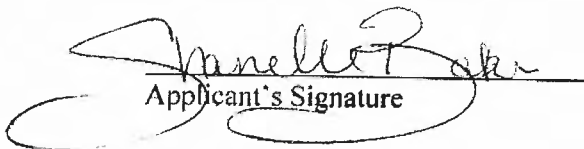
Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No

If so, describe: _____


Applicant's Signature

6/28/2013
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Robert A Swanson

Home Address: 1390 KATHWOOD DR COLA, SC 29206

Telephone: (home) 803 789 0702 (work) 401 6148

Office Address: 1332 MAIN ST TB

Email Address: JSSWA426287

Educational Background: BS Business Admin 1976 Citadel

Professional Background: OWNED, MANAGED, OPERATED THE SWANSON CO Inc.

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

Name of Committee in which interested: Hospitality

Reason for interest: WORK IN THE INDUSTRY

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

MANAGED successfully 35 people in 5 MIDAS AUTO SERVICE INDUSTRY for 30 years

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:

CONFLICT OF INTEREST POLICY

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Robert A. Swanson
Applicant's Signature

2/1/13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

2

Staff Use Only	
Date Received: _____	Received by: _____

Page 269 of 316

Richland County Council Request of Action

Subject

Midlands Workforce Development Board-8, for the following positions: **[PAGES 270-280]**

Private Sector (Business representative)-4

DSS representative-1

Youth Program representative-1

Job Corps representative-1

Private Sector applicants are: Derek Burrell, Wanda Herron, and Michael Ray

DSS representative applicant is: Terry D. Blair

Youth Council applicants are: Aretha Barnes (Job Corps representative) and Joseph Rice, Jr. (Youth Program representative)



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Derek Burrell

Home Address: 33 Valkyrie Circle Columbia, SC 29229

Office Address: 310 New State Road Cayce, SC 29033

Job Title and Employer: CMC Steel SC Director Charitable Contributions/Employee Development

Telephone: (home) 803.606.2826 (work) 803.936.3870

Educational Background: USC – BA Business Marketing & Management;
Webster University – currently seeking MBA

Professional Background: _____

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

Name of Committee in which interested: Midlands Workforce Development Board

Reason for Interest: I would like to have an increased
level of involvement with mWOB + strengthening Midlands Business

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission:
Communications skills, Dedication, passion for excellence.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? Excited to serve!

Recommended by Council Member(s): _____

Applicant's Signature Derek Burrell Date 7/5/12

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Wanda Herron
Home Address: 120 Columbia Club Dr West Blythewood Sc 29016
Telephone: (home) 803 2609200 (work) 803 2271314
Office Address: 201 Metropolitan Drive West Columbia Sc 29170
Educational Background: BS Bus. Admin (HR), MS Tech. Education
Professional Background: HR Mgr. 2006-2013, HR Admin 2005-6, Teacher 1983-2005
Male [] Female [X] Age: 18-25 [] 26-50 [] Over 50 [X]

Name of Committee in which interested: Midlands Workforce Dev. Bd
Reason for interest: Requested by member

Your characteristics/qualifications which would be an asset to Committee/Board/ Commission:
Many years experience in both education and manufacturing

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? -

Recommended by Council Member(s):

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Wanda Johnson 5/22/13
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-5060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Michael Ray
Home Address: 108 Peninsula Way
Telephone: (home) 803-865-3333 (work) 803-422-1553
Office Address: 250 Berryhill Rd Ste 502 Columbia, SC 29210
Educational Background: BS Computer Engn BS Electrical Engn Minor Math -> USC 1992
Professional Background: DuPont 5 years, Chipco Computers 5 yrs, Training Concepts 10 years
Male [checked] Female [] Age: 18-25 [] 26-50 [checked] Over 50 [] Ops. Mgn
Name of Committee in which interested:
Reason for interest: In work for local training and consulting firm and would love opportunity to help promote advancement of local workforce!
Your characteristics/qualifications which would be an asset to Committee/Board/ Commission: Worked in local education and local business development with consulting for 10 years. Have good working relationship with MWDB since 2004
Presently serve on any County Board/Commission/Committee? No
Any other information you wish to give? Serve on HOA in Lake Carolina
Recommended by Council Member(s):
Hours willing to commit each month: 10

CONFLICT OF INTEREST POLICY

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

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

Training Concepts has been training provider for IWT and WIA programs since 2004. I understand I may be precluded from activities that could affect the status of Training Concepts with these programs.

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: Training Concepts has been a training provider for IWT and WIA programs since 2004. I understand I may be precluded from activities involving the status of my employer with these programs

Michael Ray
Applicant's Signature

6/14/13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-5060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: ERRY D. Blair
Home Address: 2011 Dominion Dr.
Telephone: (home) 803.404.7241 (work) 803.714.7547
Office Address: 3220 Two Notch Rd Columbia, SC 29204
Educational Background: Bachelor in Social Work
Professional Background: Employment & Training Program Coordinator
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Midlands Workforce Development Board
Reason for interest: I would like to have a positive impact
implementing new ideas and my experiences.
Your characteristics/qualifications which would be an asset to Committee/Board/ Commission:
My assets to the Board is being able to
communicate effectively and decision making.
Presently serve on any County Board/Commission/Committee? _____
Any other information you wish to give? Will finish master degrees this fall
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 board for which any citizen applies for membership.

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____

No _____

If so, describe: _____


Applicant's Signature

07/01/13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-5060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Aretha Barnes

Home Address: 3415 Bellingham Rd

Telephone: (home) 803 529 4072 (work) 803 256 9675 x301

Office Address: 1224 Pickens St. 1st fl Columbia SC 29201

Educational Background: BA psychology, GCDF

Professional Background: Former Social Worker, Career Development Facilitator

Male [] Female [x] Age: 18-25 [] 26-50 [x] Over 50 []

Name of Committee in which interested: Youth Council

Reason for interest: I am interested in learning about resources

available to assist our youth and I am interested in being proactive in using those services to the public.

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

I am passionate about working with youth. I have over 20 years of experience in that area. I am committed to doing work to provide service to youth that will enable them to become productive citizens. Presently serve on any County Board/Commission/Committee? I serve on the Partners Committee in York County.

Any other information you wish to give? I currently work as a Career Transition Specialist for Job Corps.

Recommended by Council Member(s):

Hours willing to commit each month: 5

CONFLICT OF INTEREST POLICY

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

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____

No ✓ _____

If so, describe: _____

Ortha Bantz
Applicant's Signature

6-6-13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-5060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: JOSEPH RICE JR

Home Address: 115 FOREST EDGE ROAD

Office Address: 700 TAYLOR STREET COL, SC. 29202

Job Title and Employer: Site Manager USC TRIO-PROGRAMS

Telephone: (home) 803-319-2172 (work) 803-737-0743

Educational Background: Health & Physical Education Community

Professional Background: Coaching, Counseling, Motivating

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

Name of Committee in which interested: Midlands Workforce Development Board

Reason for interest: Help young people reach every goal in life that they strive for

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission:

I bring a work ethic of completing all task assigned

Presently serve on any County Board/Commission/Committee? Election Commission as a Poll Clerk / Notary Public

Any other information you wish to give?

Recommended by Council Member(s):

Applicant's Signature Joseph Rice Jr

Date 05/21/2013

One form must be submitted for each committee on which you wish to serve.

Richland County Council Request of Action

Subject

All applicants for Richland County Boards, Commissions, or Committees will be telephonically notified within 48 hours of council's decision relating to that appointment and a follow up letter will be mailed within 5 work days to same
[MALINOWSKI] *Deferred by Council at the June 18, 2013 Council meeting*

Richland County Council Request of Action

Subject

Community Relations Council *Deferred by Council from the June 18, 2013 Council meeting* **[PAGES 282-296]**

**GREATER COLUMBIA
COMMUNITY RELATIONS COUNCIL**

FINANCIAL REPORT

JUNE 30, 2012

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
INDEX
YEARS ENDED JUNE 30, 2012 AND 2011**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Greater Columbia Community Relations Council
Columbia, South Carolina

We have audited the accompanying statements of financial position of Greater Columbia Community Relations Council as of June 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Council's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Columbia Community Relations Council as of June 30, 2012 and 2011, and the changes in its net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Derrick, Stubbs + Smith, LLP

January 18, 2013

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
ASSETS		
Current Assets		
Cash	\$ 36,364	\$ 3,921
Accounts receivable	281	780
Prepaid expenses	1,223	-
Total current assets	<u>37,868</u>	<u>4,701</u>
Property and Equipment		
Equipment	27,765	51,597
Less, accumulated depreciation	<u>(27,765)</u>	<u>(51,597)</u>
Net property and equipment	<u>-</u>	<u>-</u>
Total assets	<u><u>37,868</u></u>	<u><u>4,701</u></u>
 LIABILITIES AND NET ASSETS		
Accounts payable	3,522	3,080
Net Assets		
Unrestricted	<u>34,346</u>	<u>1,621</u>
Total liabilities and net assets	<u><u>\$ 37,868</u></u>	<u><u>\$ 4,701</u></u>

See notes to financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
 STATEMENTS OF ACTIVITIES
 YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
Support and Revenue		
Support	\$ 146,850	\$ 167,067
Other revenue	29,910	31,780
Total support and revenue	<u>176,760</u>	<u>198,847</u>
 Program Expenses	 <u>144,035</u>	 <u>212,839</u>
 Increase (decrease) in net assets	 32,725	 (13,992)
 Net Assets		
Beginning	<u>1,621</u>	<u>15,613</u>
Ending	<u><u>\$ 34,346</u></u>	<u><u>\$ 1,621</u></u>

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
Cash Flows from Operating Activities		
Increase (decrease) in net assets	\$ 32,725	\$ (13,992)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities		
Changes in operating assets and liabilities		
(Increase) in accounts receivable and prepaid expense	(723)	(780)
Increase in accounts payable and accrued expenses	441	2,350
Net cash provided by (used in) operating activities	<u>32,443</u>	<u>(12,422)</u>
Cash Flows from Financing Activities		
Payments on note payable	-	(25,000)
Net increase (decrease) in cash	32,443	(37,422)
Cash		
Beginning	<u>3,921</u>	<u>41,343</u>
Ending	<u>36,364</u>	<u>3,921</u>
Supplemental Cash Flow Information		
Cash paid for interest	<u>-</u>	<u>1,161</u>
Disposal of fully depreciated property and equipment	<u>\$ 23,832</u>	<u>\$ -</u>

See notes to financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
YEARS ENDED JUNE 30, 2012 AND 2011**

Notes to Financial Statements

Note 1. Nature of Activities

The Greater Columbia Community Relations Council (Council) is a nonprofit organization organized under the laws of the State of South Carolina to study and evaluate information concerning racial problems within the community, to submit recommendations as to the solution of such problems and to further the employment opportunities and related training for underprivileged persons.

Note 2. Significant Accounting Policies

Display of net assets by class: The Council adheres to the disclosure and display requirements of the Financial Accounting Standards Board (FASB) as set forth in the Accounting Standards Codification (ASC) 958. ASC 958 establishes standards for external financial reporting by non-profit organizations and requires that resources be classified for accounting and reporting purposes into three net asset categories as follows:

Unrestricted net assets: Net assets that are not subject to donor-imposed restrictions. These net assets, including Board designated, are legally unrestricted and can be used in any Council activity.

Temporarily restricted net assets: Net assets subject to donor-imposed restrictions that may or will be met either by actions of the Council and/or the passage of time. The Council has no such assets.

Permanently restricted net assets: Net assets subject to donor-imposed stipulations that may be maintained permanently by the Council. The donors of these assets permit the Council to use all or part of the income earned on related investments for donor-imposed restrictions. The Council has no such assets.

Cash and cash equivalents: The Council considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Property and equipment: Property and equipment is stated at cost and includes expenditures for additions and major improvements. Depreciation is calculated using the straight-line method over the estimated useful lives of five to seven years.

Retirement plan: The Council participates in the American Chamber of Commerce Executives Retirement Plan, a defined contribution plan. Substantially all employees are eligible to elect to participate. The Council and employees contribute to the plan as determined annually by the Council. Employee's vested benefits are determined by length of service according to the plan.

Contributions: Gifts of cash and other assets are presented as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or the purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

In-kind support: The Council records various types of in-kind support including professional services, and materials. Contributed professional services are recognized if the services received create or enhance long-lived assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair market value when received. When in-kind support is received, it is reflected in the accompanying financial statements as in-kind support and offset by like amounts included in expenses. No significant instances of in-kind support were recorded for the year ended June 30, 2012 or 2011.

Additionally, the Council receives a significant amount of skilled, contributed time, which does not meet the two recognition criteria described above. Accordingly, the value of this contributed time has not been determined and is not reflected in the accompanying financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
YEARS ENDED JUNE 30, 2012 AND 2011**

Notes to Financial Statements

Note 2. Significant Accounting Policies (Continued)

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income taxes: The Council is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Management has evaluated the Council's tax positions and concluded that the Council had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance. With few exceptions, the Council is no longer subject to income tax examination by the U.S. federal, state, or local tax authorities for years before 2008.

Note 3. Commitments

Total rent expense, including rental agreements which are renewable yearly, was \$ 18,355 in 2012 and \$ 18,816 in 2011.

Note 4. Notes Payable

The Council had unsecured lines of credit totaling \$ 25,000 from South Carolina Community Bank due on December 30, 2010, at 8.00% interest due monthly. The balance was paid in full and was not renewed at December 30, 2010.

Note 5. Support from Governmental Units

The Council receives approximately 71% and 81% of its support from local governments in 2012 and 2011, respectively. A significant reduction in the level of this support, if this were to occur, may have a significant effect on the Council's programs and activities.

Note 6. Related Organizations

The Greater Columbia Chamber of Commerce provides certain administrative services as its contribution to the support of the Council. The costs of these services are not recorded on the accompanying financial statements.

Note 7. Retirement Plan Contribution

The Council did not have any employees qualifying for retirement contributions in 2012. The Council's retirement contribution was \$ 2,798 in 2011.

Note 8. Subsequent Events

Subsequent events have been evaluated through January 18, 2013, the date these financial statements were available to be issued. There were no material events that required recognition or additional disclosure in these financial statements.

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
Greater Columbia Community Relations Council
Columbia, South Carolina

Our audit, except for that portion marked "budget" which is unaudited and upon which we express no opinion or any other form of assurance, was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Derrick, Stubbs + Smith, LLP

January 18, 2013

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
SCHEDULE OF SUPPORT AND REVENUE AND EXPENSES COMPARED TO BUDGET
YEAR ENDED JUNE 30, 2012**

	Budget	Actual	Variance Favorable (Unfavorable)
Support and Revenue			
City of Columbia	\$ 30,000	\$ 30,000	\$ -
Miscellaneous income	28,825	49,800	20,976
Richland County	95,317	95,250	(67)
Corporate sponsors	-	1,400	1,400
Individual donations	-	310	310
Total support and revenue	<u>154,142</u>	<u>176,760</u>	<u>22,619</u>
Expenses			
Accounting fees	3,500	3,500	-
Annual meeting report	15,000	9,964	5,036
Auto expense	-	710	(710)
Banking expense	-	147	(147)
Contractual services	89,027	82,476	6,551
Dues and subscriptions	200	207	(7)
Supplies - office	1,000	1,982	(982)
General liability insurance	550	15	535
Housing committee	3,000	1,336	1,664
License fee	100	50	50
Maintenance agreements	2,000	1,180	820
Maintenance and repairs	-	373	(373)
Manager's account	-	457	(457)
Miscellaneous expense	825	458	366
Office lease	19,140	18,355	785
Officer's liability insurance	500	236	264
Payroll expense	-	25	(25)
Postage	1,000	365	635
Printing	2,000	1,524	476
Special activities and meetings	-	128	(128)
Staff development	150	87	63
Supplies	2,400	2,201	199
Telephone	2,000	2,996	(996)
Temporary help	1,500	3,896	(2,396)
Umbrella insurance	250	1,023	(773)
Unemployment taxes	-	25	(25)
Workmen's compensation	1,500	2,235	(735)
Youth leadership council	8,500	8,084	416
Total expenses	<u>154,142</u>	<u>144,035</u>	<u>10,106</u>
Excess of support and revenue over expenses	<u>\$ -</u>	<u>\$ 32,725</u>	<u>\$ 32,725</u>



Greater Columbia Community Relations Council
Community Relations is Everybody's Business.

February 28, 2013

Attn: Mr. Robert Capers
Richland County Finance Office
P.O. Box 192
Columbia SC 29202

Dear Mr. Capers;

On behalf of the Board of Directors of the Greater Columbia Community Relations Council (CRC), I am writing to request continued funding for fiscal year 2014. Support from Richland County Council affords the CRC with opportunities to hear the people and to help the County in its efforts to take this community into its bright future.

With a new Executive Director in place we look forward to taking a more pro-active role in the affairs of our community. We have created and implemented a new strategic plan to continue to engage in civil community dialogue. We will partner with those who wish to make the Midlands a better place for all who chose to live here and work. As we continue to build stronger collaborations with Richland County, the City of Columbia and other institutions we will explore new ways to effectively address the issues that seek to divide our communities.

We are most appreciative of the support provided by Richland County Council. This has not only allowed us to continue existing programs, it also enabled us to hold special meetings to bring to the forefront the concerns of Richland County's citizens such as that of the proposed penny sales tax and other important issues. These educational forums are open to all Richland County residence.

We seek additional funding sources to include corporate and private grants and foundations. Your continued support helps to ensure our success as one of the "go to" organization in our community.

Enclosed is the budget request documentation for 2014. Please let me know if you have questions or need clarification of the information provided.

Respectfully,

A handwritten signature in cursive script that reads "Karen R. Jenkins".

Karen R. Jenkins, Chair

Board of Directors

**FISCAL YEAR 2014 BUDGET CHECKLIST FOR
AGENCY FUNDING REQUESTS**

Name of Agency: Greater Columbia Community Relations Council
Complete Checklist to ensure that all required information is included.

Yes No

- 1. Brief overview of how Richland County funding was used during fiscal year 2012/2013 and planned use for 2013/2014.
- 2. Summary of Revenue Sources Worksheet. Itemize all sources including state/ federal grants. (Attachment A)
- 3. List current capital projects in progress including percentage complete. Include projected capital projects included in budget request. (Attachment B)
- 4. Copy of prior year audited financial statements for your agency.

Name of Executive Director: Henri E. Baskins

Individual to contact concerning request for funding:

Name: Henri E. Baskins Title: Executive Director

Telephone: 803-733-1126

Email: hbaskins@gccrc.com

**Richland County, South Carolina
Current Capital Projects**

Agency: Greater Columbia Community Relations Council

PROJECT NAME	PROJECT COST	PLANNED START DATE	COMPLETION DATE	DESCRIPTION
Youth Leadership Initiatives	25,000	7/1/2013	Ongoing	Community Youth Initiatives
Fair Housing	50,000	7/1/2013	Ongoing	Community-Wide Housing Initiatives
Community Information Forums	10,000	7/1/2013	Ongoing	Inform Community on Current Issues
Annual Meeting	15,000	7/1/2013	Ongoing	Annual Report and Support Recognition

TOTAL COST 100,000

Submitted By: Karen R. Jenkins

Title: Chairman

Date: 03-01-2013

Richland County, South Carolina Summary of Revenue Sources

Greater Columbia Community Relations Council

FUNDING SOURCE	FY10-11 ACTUAL	FY11-12 ACTUAL	FY12-13 BUDGET	FY13-14 REQUEST
Richland County	95,317	95,250	100,000	100,000
Lexington County	0	0	0	0
City of Columbia	65,000	30,000	40,000	100,000
State Government	0	0	0	0
Federal Government	0	0	0	0
Other:	0	0	20,000	0
Corporate Sponsor	6,750	25,000	32,176	50,000
Other Income	31,780	20,000	20,310	25,000
TOTAL REVENUE	198,847	170,250	270,000	275,000
TOTAL EXPENDITURES	212,839	168,250	270,000	275,000

Submitted By: Karen R. Jenkins

Title: Chair, CRC BOD

Date: 03-01-13

Please complete all information requested. If no funding was received or requested from a source, enter zero, or "n/a".

Richland County Council Request of Action

Subject

Report of the Hospitality Tax Review Committee:

- a. Discussion of Items Referred During Budget Process [**PAGE 299**]
- b. Working Definition of Tourist/Tourism [**PAGE 300**]
- c. \$44M in Tourism-Related Projects [**PAGE 301**]
- d. Review of May 13, 2013 Hospitality Tax Committee Memo [**PAGE 302**]
 1. Review Current Hospitality Tax Guidelines [**PAGES 303-308**]
- e. Development of Criteria to Measure Accountability for Oversight Purposes
- f. Feasibility Studies for Proposed Projects

Notes

The Hospitality Tax Review Committee (Jeter, Rush, Manning, Jackson, Pearce (ABSENT); Washington attended and Dickerson called in) met Friday, June 28 and made the following recommendations:

A. Discussion of Items Referred During Budget Process: The Olive Branch Network will submit an application for review by staff and the Hospitality Tax Review Committee to determine funding for FY14. A conference call HTax Review Committee meeting will occur to discuss the funding recommendation, which will be forwarded to Council for action. It is recommended that this conference call meeting occur before the August Recess. Other items referred during the budget process will be discussed at an upcoming meeting. No action required. Information forthcoming.

B. Working Definition of Tourist / Tourism: The Committee recommends that the County approve and follow the definition of "tourist" as presented in the Hospitality Tax State Code, Article 7, Section 6-1-760:

(A) With respect to capital projects and as used in this section, "tourist" means a person who does not reside in but rather enters temporarily, for reasons of recreation or leisure, the jurisdictional boundaries of a municipality for a municipal project or the immediate area of the project for a county project. Action required.

C. \$44M in Tourism-Related Projects: Feasibility studies are recommended to be undertaken for the following projects in the stated unincorporated areas:

- Swim facility on Garners Ferry Road (or on Caughman Pond property) (Jackson)
- Multi-purpose Amphitheater (Dickerson)
- Multi-purpose Amphitheater – Friarsgate Park (Malinowski)
- Multi-purpose Amphitheater – Kelly Mill area / RCRC owns property – about 200 acres (Dixon)
- Water Park – Previous Recreation Complex site (Rush)
- Volleyball / Basketball Complex – Bluff Road (Washington)

Action required to undertake feasibility studies on these specific projects as listed.

- Phase 2 of Caughman Pond (Jackson) – no feasibility study required, as one has been previously completed

If a vendor is currently on a pre-qualified list, the vendor may be selected to perform the feasibility study / studies. However, if a vendor is **not** on a pre-qualified list, the vendor must complete the process.

Some of the projects are site / area specific. However, the feasibility studies will determine if other unincorporated sites / areas may be better suited for these projects.

Feasibility studies may yield the result that these projects are not feasible / viable in the areas / sites listed, or at all.

Funding has been identified as follows for these studies, but has **not** been approved. Action required to approve and

appropriate funds as follows:

- District 7: \$90,000
- District 10: \$90,000
- District 11: \$80,000
- District 9: \$100,000
- District 2: \$30,000
- District 1: \$30,000

Review of May 13, 2013 Hospitality Tax Committee Memo: This item was deferred in Committee. No action required.

a. Review Current Hospitality Tax Guidelines

E. Development of Criteria to Measure Accountability for Oversight Purposes: This item was deferred in Committee. No action required.

F. Feasibility Studies for Proposed Projects: This item was covered in item C. No action required.

The committee will meet again on September 16, 2013 at noon to discuss the following:

- Adding agencies to the Hospitality Tax Ordinance (Township, Renaissance Foundation, and Columbia Music Festival Association)
- EdVenture capital request
- Creation of a new line item category for H-Tax funding – “Special County Promotions” for organizations who receive additional funding through motions every year.
- Review of the recommendations memo from the Hospitality Tax Committee
- Review of current Hospitality Tax Guidelines
- Development of criteria to measure accountability for oversight purposes

Motion Items Forwarded to the newly created Hospitality Tax Committee during 2nd and 3rd Readings of the FY14 Richland County Budget

- Fund Carolina Sunsplash in the Amount of \$65,000 (Originally sent to the Committee during 2nd Reading, but was voted on and approved in 3rd Reading)
- Fund Olive Branch Network of South Carolina in the amount of \$100,000 (2nd Reading)
- Fund Three Rivers Festival and Fall event TBD in the amount of \$200,000 - Three Rivers Festival = \$100,000, TBT = \$100,000 (\$100,000 for Three Rivers Festival passed at 2nd Reading, but the TBD event was sent to the Committee. During 3rd Reading, \$100,000 was allocated for 3 events including 2 BBQ events and a golf event)
- Add the Township as an Ordinance Agency (2nd Reading)
- Add the Renaissance Foundation as an Ordinance Agency \$200,000 (2nd Reading, 3rd Reading)
- Move that Council appropriate an amount no less than \$100,000 the HTax Non-recurring funds portion of the HTax budget for EdVenture. The final amount to be determined following Council debate on the matter (2nd Reading)
- Encumber \$1.4 million from HTax non-recurring revenue for completion of the Caughman Pond Project in Lower Richland (Originally sent to the Committee during 2nd Reading, but was voted on and approved in 3rd Reading)
- Create a new funding category under Community Promotions to be titled “Special County Promotions”. Place organizations that annually receive additional funding through the motions process out the competitive cycle since Council is providing additional funding for these organizations every year. These organizations would receive base funding each year at the previous FY level with any funding increases based on CPI. The following organizations will be placed: Olive Branch Network of South Carolina, South East Rural Community Outreach (SERCO)

The definition of a tourist as defined in the State's Hospitality Tax Code, Article 7, Section 6-1-760:

(A) With respect to capital projects and as used in this section, "tourist" means a person who does not reside in but rather enters temporarily, for reasons of recreation or leisure, the jurisdictional boundaries of a municipality for a municipal project or the immediate area of the project for a county project.

Original 2nd Reading Motion 32 (Washington)

I move that we prepare feasibility and market analysis studies for tourism related projects in the unincorporated areas of Richland County. Reappropriating funds from Hospitality Tax financial restructuring and funds that were intended for the Northeast Sports Complex. There will be total of 6 projects meant to drive tourism to the county and contribute to the Hospitality Sales Tax revenue stream. These new projects consist of the following:

- District 7 = \$12,000,000
- District 10 = \$12,000,000
- District 11 = \$9,000,000
- District 9 = \$5,000,000
- District 2 = \$3,000,000
- District 1 = \$3,000,000

The total for all projects is \$44,000,000 which that amount will be bonded and the debt service will be paid for with Hospitality Tax Revenue. The following amounts will be set aside as dollars necessary to conduct or complete the feasibility and market analysis studies, not to exceed the following amounts:

- District 7 = \$90,000
- District 10 = \$90,000
- District 11 = \$80,000
- District 9 = \$100,000
- District 2 = \$30,000
- District 1 = \$30,000



Memo

May 13, 2013

To: Richland County Council

From: Hospitality Tax Committee

RE: Recommendations for the Hospitality Tax County Promotions Grant Program

Please accept the following recommendations for the County Promotions grant program. After reviewing the applications and making funding recommendations for the FY14 budget year, the Committee offers the following:

- Increase the amount of funds allocated to the County Promotions (and therefore to the H-Tax Committee for awards) line item. In FY14, the H-Tax grant program received 43 applications requesting a combined \$2.1 million. However, the H-Tax Committee was only allocated \$321,650 to make recommendations against requests almost 6 times as large.
- Related, take organizations that annually receive additional funding through the motion process out of the competitive cycle as they are funded each year through a motion during the budget (e.g. SERCO, Sweet Potato Festival). The \$30,000+ funds in Committee recommendations allocated to these organizations could fund other organizations. Council motions and out of cycle funding for projects that have already gone through the grant process could have the unintended effect of undermining the grant process.
- Remove the 25/75% split rule where 25% of the funds are allocated for incorporated programs and 75% are allocated for unincorporated and regional tourism programs. This rule is difficult to work with and Council does not follow this rule when making budget motions.
 - For FY14, 22 applications were received for incorporated programs requesting \$890,935 and \$80,419 was available to allocate for recommendations.
 - On the unincorporated/regional tourism side, 21 applications requesting \$1.2 M were vying for \$241,256.
 - In FY13, County Council allocated an additional \$141,000 in H-Tax funds to incorporated programs through the motion process to organizations who received a Committee recommendation. This number does not include motions provided to organizations that did not apply or programs in the unincorporated areas.
- Allow organizations that operate tourism facilities be allowed to use a portion of H-Tax funds for facility operations and maintenance. An example of this is the Columbia Music Festival Association's ArtSpace that is a venue for cultural and arts organizations. In 2011 Council voted on changes to the H-Tax program that included restricting funds to paying for marketing, promotions, entertainment and public safety. The H-Tax Committee applauds Council for those changes, particularly regarding its renewed emphasis on marketing to attract more non-residents to the County, but we believe some additional and limited flexibility for operations and maintenance for true tourist facilities may be warranted. The true test of these and other changes will be reviewed once final reports are received in July 2013.

Thank you for considering these recommendations.



GUIDELINES FOR RICHLAND COUNTY PROMOTIONS HOSPITALITY TAX FUND FY 2014 (July 1, 2013 – June 30, 2014) Due Date: February 22, 2013

County Promotion Grants are funded through Hospitality Tax (H-Tax) revenues collected in **unincorporated** Richland County as well as incorporated municipal areas of the Town of Irmo which lie in Richland County and the entire incorporated municipal area of the Town of Eastover. These funds may be used for tourism related events and programs in Richland County, with a priority of funding projects in those areas where H-Tax funds are collected. Please pay close attention to grant guidelines as they explain organization and program eligibility as well as funding priorities.

On May 6, 2003, Richland County Council passed an ordinance establishing a two-percent (2%) H-Tax on all prepared food and beverages sold in the unincorporated areas of Richland County. The proceeds from this tax are to be used for the dedicated purpose of promoting tourism in Richland County. The County Promotions program is a competitive grants program that provides H-Tax funds to eligible organizations.

On January 10, 2012, Richland County Council voted to make the following changes to the County Promotions H-Tax program:

1. **Request Additional Information to Determine Tourism Impact, Health of Organization and Capacity of the Organization** - Questions will be added to the H-Tax application that deal with project income, event/program history and community impact.
2. **Maximize the Amount of County Promotion Funds**
 - a) H-Tax funds will be distributed once a year during the budget process. There will not be a second round of applications as in previous years.
 - b) Applicants will provide 50% match in cash or in-kind products/services for their project.
 - c) Eligible expenditures are restricted to the following categories:
 - Advertising/Promotions/Marketing (expenditures needed to get tourist to the event)
 - Security/Emergency Services
 - Entertainment/Speakers/Guest Artist Instructor
3. **Strengthen Measures to Ensure that Organizations are Held Responsible for Spending County Tax Funds –** Statement of assurances will be added to the application.
4. **Edit the Scoring Matrix –** The scoring matrix will be updated to help the H-Tax Committee prepare stronger recommendations for tourism projects.

ALLOCATION REQUIREMENTS

During FY13, Richland County awarded just over \$315,300 in grants through the County Promotions process. The amount available for FY14 grants is subject to change through County's budget process.

June 12, 2009, Richland County Council amended the Hospitality Tax Ordinance to state:

*For the amounts distributed under the County Promotions program, funds will be distributed with a goal of seventy-five percent (75%) dedicated to **organizations and projects that generate tourism in the unincorporated areas of Richland County and in municipal areas where Hospitality Tax revenues are collected by the county.** These shall include:*

- a. *Organizations that are physically located in the areas where the county collects Hospitality Tax revenues, provided the organization also sponsors projects or events within those areas;*
- b. *Organizations that are not physically located in the areas where the county collects Hospitality Tax Revenues; however, the organization sponsors projects or events within those areas; and*
- c. *Regional marketing organizations whose primary mission is to bring tourists to the region, including the areas where the county collects Hospitality Tax Revenues.*

25% of County promotions funds will be allocated to organizations and projects in the incorporated areas of Richland County.

COUNTY PROMOTIONS GRANT PROCESS

To be considered for funding, an application must be received by the published funding deadline (February 22, 2013). Once all applications for H-Tax County Promotions Grant funds are received by Richland County and eligibility is verified, they will be forwarded to the Hospitality Tax Advisory Committee for review.

Eligible applicants will be required to deliver a four (4) to five (5) minute **presentation** on their program to the Committee in March. The date will be announced as soon as possible.

The Committee will review and score each application based on the evaluation measures described below. Applications will be ranked based on the scores and the Committee will determine funding recommendations. The Committee will submit its funding recommendations to the county for review by County Council. County Council makes all funding decisions; however, the Council relies heavily on the recommendations of the Committee. Funding of all projects is entirely dependent upon H-Tax funds being received by Richland County.

COUNTY PROMOTIONS GRANT TIMELINE

Request for applications:	January – February 22, 2013
Application due date:	February 22, 2013, 5:00 PM
H-Tax Committee meeting & applicant presentations:	End of March 2013, TBD
County budget process:	April – June 2013
Grant award notifications:	June 2013
Grant Period:	July 1, 2013 – June 30, 2014 (if awarded)
Mid-Year Reports:	Due by January 31, 2014 (if awarded)
Final Reports:	Due by July 31, 2014 (if awarded)

There is only one deadline for H-Tax grants for FY14.

ORGANIZATION ELIGIBILITY REQUIREMENTS

- Applicant organizations must have been in existence for at least one (1) year prior to requesting funds and provide their federal employer identification number as registered with the IRS.
- Applicants must provide proof of their non-profit status and fall into one of the following categories:
 - Organizations exempt from federal income tax under Section 501(C)(3) of the Internal Revenue Code and whose primary goal is to attract additional visitors through tourism promotion. The letter of exemption from the Internal Revenue Service must accompany your proposal.
 - Destination Marketing Organizations, which are recognized non-profit organizations charged with the responsibility of marketing tourism for their specific municipalities, counties or regions, such as Chambers of Commerce, Convention and Visitors Bureaus and Regional Tourism Commissions.
- Richland County will not award H-Tax funds to individuals, fraternal organizations, religious organizations, or organizations that support and/or endorse political campaigns.

CRITERIA FOR PROJECT ELIGIBILITY

As required by the Hospitality Tax Ordinance, projects to be funded by Hospitality Tax funds must result in **the attraction of tourists to Richland County.**

Per South Carolina Code of Laws SECTION 6-1-730, projects must fall under one of the following to qualify for H-Tax funds:

- (A) The revenue generated by the hospitality tax must be used exclusively for the following purposes:
 - (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
 - (2) tourism-related cultural, recreational, or historic facilities;
 - (3) beach access and re-nourishment;
 - (4) highways, roads, streets, and bridges providing access to tourist destinations;
 - (5) advertisements and promotions related to tourism development; or
 - (6) water and sewer infrastructure to serve tourism-related demand.

(B)(1) In a county in which at least nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, the revenues of the hospitality tax authorized in this article may be used for the operation and maintenance of those items provided in (A)(1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

(2) In a county in which less than nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, an amount not to exceed fifty percent of the revenue in the preceding fiscal year of the local accommodations tax authorized pursuant to this article may be used for the additional purposes provided in item (1) of this subsection. **(Richland County collects less than \$900,000 in A-Tax.)**

Priority will be given to projects that demonstrate a benefit to **unincorporated** Richland County or regional marketing efforts that draw tourists to the area, especially those areas where Richland County collects Hospitality Tax (Unincorporated Richland County, Town of Eastover and the Richland County portions of the Town of Irmo).

If you are not sure if your program or organization is located in incorporated or unincorporated Richland County, please call the Grants Office for assistance at 803.576.2069.

Each application/proposed project will be reviewed individually to determine the potential impact it will have for tourism in unincorporated Richland County.

FUNDING PRIORITIES/ELIGIBLE EXPENDITURES

Priority will be given to projects that:

- Promote dining at restaurants, cafeterias, and other eating and drinking establishments where Richland County collects Hospitality Tax (Unincorporated Richland County, Town of Eastover and the Richland County portions of the Town of Irmo);
- Generate overnight stay in **unincorporated** Richland County's lodging facilities; and
- Promote and highlight **unincorporated** Richland County's historic and cultural venues, recreational facilities and events, and the uniqueness and flavor of the local community.

Funds will be distributed with a goal of **seventy-five percent (75%) dedicated to organizations and projects that generate tourism in the unincorporated areas of Richland County and in municipal areas where Hospitality Tax revenues are collected by the county** (Unincorporated Richland County, Town of Eastover and the Richland County portions of the Town of Irmo). Richland County does not receive H-Tax revenue from incorporated areas.

County Promotions grant funds must be used for tourism related expenses in the following categories only:

- **Advertising/Promotions/Marketing** (including designing, printing, postage for items mailed to attract tourist). At least 70% of marketing expenses must be paid to advertise outside of Richland County.
- **Security/Emergency Services** (Fire Marshalls, police, sheriff deputies, etc.)
- **Entertainment/Speakers/Guest Artist Instructor** - Entertainment expenses should be no more than 50% of the total requested amount of the grant.

Some of the expenditures not eligible are: Rent or venue fees, items given to tourists once they are here (tee shirts, cups, trophies...etc.), insurance or licenses, invoices outside the funding year, salaries (other than previously mentioned), transportation or accommodations, food or beverages, decorations, staging or fencing.

All grant funds must be expended by the recipient organization. Re-granting or sub-granting of funds is not allowed. Expenditures must be consistent with the application budget. Only goods and services that comply with the Hospitality Tax Guidelines and State Law are permitted. Project or event vendors will not be paid directly by Richland County.

MEAL AND OVERNIGHT JUSTIFICATION

In this section of the application, Richland County wants the applicant to estimate the number of meals that will be consumed in restaurants and overnight stays in the **unincorporated** areas of the County. Take the following items into consideration when making your estimations and provide a justification explaining how you came up with this number.

- How many people will attend your event?
- Of these, how many live in the incorporated areas of Richland County? These attendees will more likely eat at home or in restaurants closer to where they live. Richland County does not collect H-Tax in the City of Columbia, Forest Acres, Arcadia Lakes or Blythewood.
- How many of these people live in the unincorporated areas? Only a small portion of these may actually eat out. Many will eat at home.
- How many tourists are attending your event? How many hotel rooms are booked for your event? These are the people who will eat meals out.
- Estimate hotel room nights will be booked due to your event. Are these rooms located in the unincorporated areas of the County? How will you track this number? # rooms x # nights = estimated room nights booked

BUDGET

The budget should reflect in financial terms the actual costs of achieving the objectives of the project(s) you propose in your application. A budget form is provided for you as part of the application.

The project expenses section may or may not contain all of the listed "Budget Categories," depending on the size and type of project you propose. Under project income, list known and anticipated funding sources, including any that are pending. Be sure to include the Richland County requests in this list. Also include the value of any in-kind contributions and mark as in-kind.

Hospitality Tax Grant funds can account for up to **50%** of the total cost of the program/event you are applying for. Applicants must provide 50% of the total cost of the project as either in-kind or cash match.

Budget Narrative/Justification (H-Tax Grant Funds Only) - Please include a detailed description for each category included in the budget. For example:

- Marketing/Advertising – \$5,000 for 6 billboards located in Charleston, Greenville, Aiken, Myrtle Beach and Rock Hill. \$1,000 for TV ads on WIS. \$2,500 radio ads on Clear Channel
- Security/Emergency Services: \$100 fire marshal, \$300 RC Sheriff's Deputies
- Entertainment: \$9,000 for 3 bands

Budget tips:

- Budgets **MUST** be entered on the budget form provided and **MUST** include a justification for H-Tax expenditures. This tells Richland County how you plan to spend grant funds.
- **Grant funds should be used for tourism marketing first above any other expense. See the FUNDING PRIORITIES/ELIGIBLE EXPENDITURES section above for more information.**
- Be as detailed as possible in your budget justification. This information will be compared to your payment requests. Items in your payment requests must appear in your application budget.
- Signage and banners used at your event, directional signage, programs, volunteer t-shirts, and other items handed out at your event do not count as marketing expenses.

STATEMENT OF ASSURANCES

By signing and submitting the H-Tax County Promotions application, your organization is agreeing to the following Statement of Assurances:

- Upon grant application acceptance and funding award, applicant agrees that financial records, support documents, statistical records and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years.
- All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition.
- The funding recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves and others.
- All expenditures must have adequate documentation.

- All accounting records and supporting documentation shall be available for inspection by Richland County upon request.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of or be otherwise subjected to discrimination under the program or activity funding in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- The applicant hereby certifies that the information submitted as part of this application is accurate and reliable.
- Any change and/or variation must be reported immediately, otherwise, funding may be withheld.

APPLICATION EVALUATION

The Committee will use the following evaluation criteria to evaluate applications and proposed projects. The individual factors are important in project evaluation, as they are an indication of the degree to which the proposed project will contribute to the tourism in Richland County. Please ensure that you review these factors and include the elements in your application. These factors, with their corresponding point values, are:

Project Design and Benefit to Community:

55 points maximum

Benefit to Tourism (20) - Does the project promote tourism in the areas of the County in which Richland County H-Taxes are collected? Will it promote a positive image for the County? Will it attract visitors, build new audiences and encourage tourism expansion in the areas of the County in which Richland County H-Taxes are collected? Will it increase awareness of the County's amenities, history, facilities, and natural environment in the areas of the County in which Richland County H-Taxes are collected?

Reliable Tracking Mechanism and Marketing Plan (15) – How will visitors and tourists would be tracked? (surveys, wristbands, ticketing, and etc.) Are these methods viable? Does the marketing plan describe how the organization will reach tourists? Are at least 70% of the ads or other marketing expenses targeted outside the Columbia/Richland County area?

Is the expected number of tourists in line with the organization's marketing plan?

Benefit to Community (10) - How will this project benefit the citizens of Richland County? Will the project benefit unincorporated Richland County? Who will attend the event? How many visitors will the event serve? A visitor is defined by someone who travels at least 50 miles to attend the event.

Community Support and Partnerships (10) - Does the project have broad-based community appeal or support? What is the evidence of need for this project in the County? What kind and degree of partnership does the project exhibit? Does it exhibit volunteer involvement or inter-jurisdictional, corporate, business, and/or civic support?

Economic Impact and Accountability

45 points maximum

Budget (5) – Are all expenses that are to be paid with H-Tax funds eligible expenses? Did the budget and justification provide enough detail to show how funds will be spent? Does the applicant provide 50% in cash or in-kind match?

Expected H-Tax Revenue Generated (15) - What are the projected direct and indirect dollar expenditures by visitors/tourists? What is the estimated number of meals consumed? Are any overnight stays anticipated? Will this program drive business to those businesses that pay collect and remit Richland County H-Tax in the unincorporated areas of the County as well as Eastover and Richland portions of Irmo?

Reasonable Cost/Benefit Ratio (15) - Does the benefit of the project (i.e. number of tourists estimated; expected revenue generated) exceed the cost of the project? Is this project "worth" its cost?

Management Capability (10) - Does the applicant organization demonstrate an ability to successfully complete the project through effective business practices in the areas of finance, administration, marketing, and production? If this organization has received County Hospitality Tax funding previously, was the project successful?

APPLICATION PACKAGE

In order to be considered for funding, applicants must submit a **complete** application package for the H-Tax County Promotions grant program. Incomplete applications will not be considered. Complete applications include:

- Completed and signed application form (<http://www.rcgov.us/Business/Hospitality.asp>). Answer all questions and complete each section. N/A and See Attached are not valid responses.
- If your organization does not have an Executive Director, please note this in the signature area.
- Required Attachments:
 - Letter from IRS confirming nonprofit status and proof of registration with the SC Secretary of State's Office
 - List of the organization's current Board Members/Directors
 - Organization's most recent audited financial statement or 990 Tax form
 - Additional one (1) page project description (**OPTIONAL**)
 - Additional one (1) page budget justification (**OPTIONAL**)

Attachments MUST be submitted along with the proposal. Incomplete applications will not be evaluated. County Council approved a motion in May 2011 that stated that late and incomplete applications will not be sent to the grant committees for review.

Applicants must provide six (6) copies of the complete application package plus one (1) original (7 packages total). Please submit only the required elements secured with a binder clip. Folders, report covers and binders will be discarded.

Applications are due by 5:00 p.m. on February 22, 2013. Emailed or faxed applications will not be accepted. Due dates are not post mark dates. **Applications must be received by 5:00 pm or they will not be considered for funding.**

Mail Application to:
Richland County Administrator's Office
Attn: Sara Salley
PO Box 192
Columbia, SC 29202

Hand Deliver Application to:
Richland County Administrator's Office
Attn: Sara Salley
2020 Hampton Street, Suite 4069
Columbia, SC 29204

AWARD NOTIFICATION

The Grants Manager will notify all applicant organizations of the funding outcome in writing in June 2012. Awards will be available for reimbursement beginning July 1, 2013. Final reports for the previous fiscal year, if applicable, must be received before payments are released.

REPORTING AND GRANT ACKNOWLEDGEMENT REQUIREMENTS

At the completion of the grant funded project, Richland County requires grantees to complete a mid-year and/or final report for H-Tax County Promotions funds.

Grantees must acknowledge the receipt of H-Tax County Promotions funding by including the Richland County Government logo, or by listing "Richland County Government" on all program/project advertising, marketing and promotional materials. Examples of this must be included in your final report.

FREEDOM OF INFORMATION ACT NOTICE

Please be advised that all materials submitted for H-Tax County Promotions grant funding are subject to disclosure based on the Freedom of Information Act (FOIA).

CONTACT

Sara Salley, Grants Manager, PO Box 192, Columbia, SC 29202, 803.576.2069, Salleys@rcgov.us

Richland County Council Request of Action

Subject

Report of the Decker Ad Hoc Committee:

- a. Decker Demolition Contract Award [**PAGES 310-314**]

Richland County Council Request of Action

Subject: Decker Demolition Phase Contract Award Request

A. Purpose

County Council is requested to approve the award of the Decker Center Selective Demolition contract to NEO Corporation.

B. Background / Discussion

The project architect, after developing the demolition phase scope, advertised for interested contractors to submit specific information and qualifications relating to their ability and approach for efficiently accomplishing the scope of work. The purpose was to prequalify companies that demonstrated the necessary expertise to complete the selective demolition scope for the facility interior.

From these responders the architect qualified three companies that demonstrated the ability and experience to perform the work. From that point the three prequalified contractors were invited to a prebid meeting, on site, at the facility. During this meeting all company representatives were allowed to review any and all areas of the facility. These companies were also allowed to make return trips for clarification in order to generate their bid. Any and all questions that were asked were submitted in writing and responses were returned to all participants to ensure everyone was working with the same information.

The bid required all normal information and associated cost to complete the scope of work from each company, as stipulated by our procurement ordinances.

Listed below are the prequalified contractors and the associated total bid received in Procurement on 6/20/13:

Company	Location	Total Bid
Carolina Interior Demolition	Columbia SC	\$246,455
Clear Site Industrial	Charlotte NC	\$164,868
NEO Corporation	Canton NC / Regional in Columbia	\$239,800

The architect, The Boudreaux Group, has recommended that the bid be awarded to NEO Corporation based on several factors that determines that NEO is the most responsive and responsible vendor whose bid complies materially with the specifications publicized as stipulated by our Procurement ordinances (2-608-e). Please refer to Appendix 1 “Architects Letter of Contractor Recommendation,” and Appendix 2 “Architects Letter of Explanation.”

These documents demonstrate the recommended contractors’ information includes the submission of all required documentation, inclusion of local and Minority and Women-owned Business Enterprise (MWBE) companies. NEO also included additional MWBE companies that are not local, where neither of the other responders included any local or MWBE participation. Clear Site did not include the MWBE report at all.

Although it is the architect's responsibility to make the recommendation of award based on complete bid information, as they have done on this item, it is also important to note that the recommended company has recently performed extremely well in another key demolition project for Richland County, although this information was not used in the recommendation.

The total request is for the bid amount of \$239,800 and 15% contingency of \$35,970 that staff is requesting based on the possibility of unknown factors that will need to be addressed in a safe and timely manner. With the contingency this creates a total financial impact of \$275,770. As normal, contingency is not included in a base contract and there are many steps for approving any changes in scope, cost or time. This review of any requested change includes not only County staff, but the architect and construction manager's review with their documented recommendation. These funds also allow staff to effectively address any life safety issues that occur in such projects.

C. Legislative / Chronological History

This is a staff-initiated request as part of the Decker Center Project and there is no chronological history regarding this phase of work although Council approved the funding for the project during the meeting of 4/3/12.

D. Financial Impact

The bid amount of \$239,800 and 15% contingency of \$35,970 create a total financial impact of \$275,770. The funds for this project are budgeted in the construction portion of the Decker Project budget, JL 11650000.532200

E. Alternatives

1. Approve the request to approve contract award to the recommended contractor, NEO Corporation.
2. Do not approve the request for the recommended contractor and direct staff to award the contract to one of the other bidders.
3. Do not approve alternative 1 or 2 and direct staff to rebid the demolition phase of the Decker Project.

F. Recommendation

It is recommended that Council approve Alternative 1 to allow the Procurement Director to enter into a contract with NEO Corporation

Recommended by: John Hixon Department: Support Services Date: 7/2/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/10/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation is based on Director's review and funding available within project budget.

Procurement

Reviewed by: Rodolfo Callwood

Date: 7/10/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of alternative # 1.

Legal

Reviewed by: Elizabeth McLean

Date: 7/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 7/12/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the contract award to NEO Corporation. As indicated above, funding for the contract is available in the Decker Center project budget.

APPENDIX 1

The **Boudreaux** Group

June 28, 2013

RE: Richland County Decker Center Selective Demolition
Contractor Recommendation
Owner Project No. RC-027-Q-1213
Architect Project No. R-738-11

Dear Mr. Caldwell:

After review of the bid packages received for the Richland County Decker Center Selective Demolition project, including verbal communication on June 27th confirming the low responsive responsible bidders' understanding of project scope, confirming anticipated MWBE participation, confirming anticipated local business participation and checking references provided, it is our recommendation to award the project to Neo Corporation.

Attached to this document is the bid tabulation and sign-in sheet from the said bid. Should you need any additional information please let us know.

Sincerely,



Christopher Beard, AIA
cbeard@boudreauxgroup.com
Project Manager

cc: file.510

APPENDIX 2

The **Boudreaux** Group

June 28, 2013

RE: Richland County Decker Center Selective Demolition
Contractor Recommendation
Owner Project No. RC-027-Q-1213
Architect Project No. R-738-11

Dear Mr. Caldwell:

After review of the bid packages submitted by Carolina Interior Demolition, Clear Site Industrial and Neo Corporation, we have compiled the following assessment of each bid package that serves as the basis of our decision to recommend Neo Corporation as the apparent low responsive responsible bidder.

Carolina Interior Demolition:

- All documents were submitted with their bid and the bid was on the proper bid form.
- The MWBE form was included but did not list any anticipated contractors.

Clear Site Industrial:

- The contractor did not include the MWBE Report or the Local Business Participation Report.

Neo Corporation:

- All documents were submitted with their bid and the bid was on the proper bid form.
- The contractor listed Pascon and Gregory Electric as local business.
- The contractor listed Taylor Trucking as a MWBE company. Taylor Trucking is also a local business.
- Though further investigation, the contractor intends to use ALPHA Labor Contractors and Keys Construction Company which are MWBE companies but are not local.

Sincerely,



Christopher Beard, AIA
cbeard@boudreauxgroup.com
Project Manager
cc: file.S1 0

Richland County Council Request of Action

Subject

- a. Move for unanimous consent on a motion supporting a Resolution honoring EAA Chapter 242 housed at Hamilton-Owens Airport for their completion of 10,000 flights in the Young Eagles program. This program provides flight experiences for young people to introduce them to flying. **[PEARCE, ROSE and RUSH]**

- b. Develop a plan to eliminate the septic and storm drainage problems in the suburbs and complete and tie into the city sewer and storm water systems **[JACKSON]**

- c. I move to have staff evaluate the special exception conditions for special congregate facilities, found in section 26-152 (d) (26) of the Land Development Code, to ensure that these conditions minimize potential land use conflicts and also to ensure that there are adequate services for the cliental within the vicinity of the facility. The evaluation should at minimum address: (1) Maximum occupancy; (2) Distance from residential districts, schools, and parks; and (3) Provisions for a management and security plan. Location considerations, including proximity to: (a) Professional services, such as doctor's offices and legal services; (b) Grocery stores; (c) Job development centers; and (d) Providers of services often utilized by the cliental, (i.e., medical clinics, food banks, public transportation). I also move to place a moratorium on any special exception requests to establish a special congregate facility until the evaluation is complete **[MALINOWSKI]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda