

RICHLAND COUNTY

AMENDED

SPECIAL CALLED MEETING AGENDA



Tuesday, DECEMBER 08, 2020

6:00 PM

ZOOM MEETING

RICHLAND COUNTY COUNCIL 2020



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022



Richland County Special Called Meeting

AMENDED

December 08, 2020 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
 - a. Roll Call
2. **INVOCATION** The Honorable Allison Terracio
3. **PLEDGE OF ALLEGIANCE** The Honorable Allison Terracio
4. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. Regular Session: November 17, 2020 [PAGES 11-22]
 - b. Zoning Public Hearing: November 19, 2020 [PAGES 23-26]
5. **ADOPTION OF AGENDA** The Honorable Paul Livingston
6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly notice meeting.
7. **CITIZEN'S INPUT** The Honorable Paul Livingston
 - a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZEN'S INPUT** The Honorable Paul Livingston

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

9. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Coronavirus Update [PAGES 27-37]

10. REPORT OF THE INTERIM CLERK OF COUNCIL

Michelle Onley,
Interim Clerk of Council

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. 2021 Council Retreat:
 - 1. Catering Options [ACTION]
 - 2. Livestreaming or Recording [ACTION]
- b. Personnel Matter: County Attorney

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and infrastructure credit agreement by and between Richland County, South Carolain and Project Yeti to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Offer to provide for payment of a fee-in-lieu of taxes; and other related matters

13. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 20-032 MA
Ryan Maltba
RU to GC (.88 acres)
4551 Hard Scrabble Road
TMS# 20300-04-16 [SECOND READING] [PAGES 38-39]
- b. 20-034 MA
Paulette Morin
RU to GC (2.35 acres)
Shop Road and Atlas Road

TMS# R16204-07-06, 08, 09, 10, 11 & 12
[SECOND READING] [PAGES 40-41]

- c. Transfer of Ownership of Water Lines from the City of Columbia to PRISMA Health [PAGES 42-222]
- d. Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction [MYERS] [PAGE 223]
- e. I move to that we authorize the administration to engage a third-party consultant to undertake a comprehensive review of Richland County's long-term needed facilities and service delivery planning and construction work. Additionally, Administration will newly brand this plan and discontinue formal references to Richland Renaissance moving forward. [Manning] [TO TABLE] [PAGES 224-227]
- f. Sale of Property located on Farrow Rd. (Tax map Numbers #R17300-02-10 and #17300-02-33) [PAGES 228-242]
- g. Sewer Availability Letter for Bunch at Garners Ferry Road Development [PAGES 243-248]
- h. Annual Leave Rollover [PAGES 249-261]
- i. Sick Leave Policy Amendment [PAGES 262-266]
- j. Move to engage a third party design-build company to begin work on the \$2m SE Richland County multi-purpose facility, as approved by Council in 2018. The funds were earmarked and approved, but RC staff has not undertaken any planning or construction of the Council-approved project by the end of November, 2020. [PAGE 267]
- k. Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylor's Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park. [PAGES 268-303]

- l. Emergency Services Department – Fire Truck Purchase [PAGES 304-307]
- m. Emergency Services Department – Purchase Orders [PAGES 308-320]
- n. McEntire Joint National Guard Base (MJNGB)/South Carolina Air National Guard (SCANG) - Military Construction and Cooperative agreement (MCCA) to connect to the Southeast Sewer and Water Expansion Service [PAGES 321-367]

14. THIRD READING ITEMS

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Offer to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 368-399]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and infrastructure credit agreement by and between Richland County, South Carolina and Project Yeti to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 400-433]
- c. 20-035 MA
Tiffany Harrison
M-1 to HI (202 acres)
Longwood Road
TMS# R16100-02-20, 04, 02 (P) & 19 (P) [PAGES 434-435]

The Honorable Paul Livingston

15. SECOND READING ITEMS

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Cross to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 436-473]

16. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. Authorizing the expansion of and ratifying the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; and other related matters [PAGES 474-478]

17. THE REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Jim Manning

- a. Decker/Woodfield NIP - Faraway Drive Sidewalk Contract Award [PAGES 479-482]
- b. Mitigation Credit Sales - Weyerhaeuser NR Company, I-26 Interchange Widening II [PAGES 483-502]
- c. **FY21 Transportation BAN/BOND [PAGES 503-567]**
 - 1. Authorizing the issuance and sale of not to exceed \$100,000,000 of General Obligation Bonds of the County for purposes of refinancing the Series 2020 Bond Anticipation Note; and other matters relating thereto [PAGES 568-570]

18. THE REPORT OF THE SEWER AD HOC COMMITTEE

- a. Eastover Plant Upgrades – Southeast Sewer Project Flow Increase [PAGES 571-574]
- b. **Sewer Service for Allbene Park [PAGES 575-650]**

The Honorable Paul Livingston

19. OTHER ITEMS

- a. **An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$2,829,714 to amend the Economic Development Budget for property acquisition [FIRST READING] [PAGES 651-653]**
- b. An Ordinance Amending the Fiscal Year 2021 Economic Development Fund Annual Budget by \$2,829,714 to amend the Economic Development Budget for property acquisition [FIRST READING] [PAGES 654-656]
- c. FY20 - District 7 Hospitality Tax Allocations [PAGES 657-658]

20. EXECUTIVE SESSION

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly notice meeting.

21. MOTION PERIOD

The Honorable Bill Malinowski

- a. Request Richland County create some type of property tax relief for property owned that is affected in a negative

way by the penny tax. Negative way refers to lack of normal use as intended or previously used.

22. ADJOURNMENT



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



Richland County Council
Regular Session
November 17, 2020 – 6:00 PM
Zoom Meeting

COUNCIL MEMBERS PRESENT: Paul Livingston Chair; Dalhi Myers Vice-Chair; Bill Malinowski, Joyce Dickerson, Yvonne McBride, Allison Terracio, Joe Walker, Gwendolyn Kennedy, Jim Manning and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Tamar Black, Angela Weathersby, Ashiya Myers, John Thompson, Ashley Powell, Brad Farrar, Michael Maloney, James Hayes, Jennifer Wladischkin, Randy Pruitt, Stacey Hamm, Sandra Haynes, Michael Byrd, Jeff Ruble, Clayton Viognier, Larry Smith, Dale Welch, Michael Niermeier, Ronaldo Myers, Tariq Hussain, Bill Davis, Dwight Hanna, Geo Price and Judy Carter

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Dalhi Myers.
3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Dalhi Myers.
4. **PRESENTATION** – Mr. Will Schenk made a presentation on behalf of EngenuitySC.
5. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: November 10, 2020** – Ms. Terracio note, due to audio difficulties, her votes on items 17 (e) and 17 (f) were not recorded. She requested the record to reflect she voted in favor on both items.

Mr. Walker moved, seconded by Mr. Terracio, to approve the minutes as corrected.

In Favor: Malinowski ,Dickerson, McBride, Livingston, Terracio, Walker, Manning

Abstained: Newton

Not Present: Kennedy and Myers

The vote in favor was unanimous, with Ms. Newton abstaining.

6. **ADOPTION OF AGENDA** – Ms. Newton moved, seconded by Mr. Walker, to adopt the agenda as distributed.

In favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers, Newton

Not Present: Kennedy

Opposed: Manning

The vote in favor was unanimous.

**Regular Session
November 17, 2020**

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

7.

- a. Receipt of Legal Advice: Potential resolution/settlement of contractual/personal matter involving former Administrator Gerald Seals – Mr. Smith stated this was an item the Council deferred two meetings ago. There is no additional information to share with Council. However, if Council has any direction they want to give to us, related to the resolution or settlement of the matter, then we would want to hear that information in Executive Session, address any questions the Council may have and give whatever legal advice is appropriate related to this matter.

Ms. Newton noted she had questions about this item. First, in terms of the settlement we had with Mr. Seals, did that settlement in anyway in preclude a public hearing.

Mr. Smith stated he does not believe the settlement agreement itself directly addressed the question of a public hearing. He believes the agreement was that Mr. Seals would move forward under the terms and conditions of that particular agreement. Of course, the public hearing portion was pending at the time Council and Mr. Seals reached the agreement.

Ms. Newton inquired, given where we are with the previous settlement, is Mr. Seals precluded from additional lawsuits against Richland County.

Mr. Smith advised, if we are going to talk about potential lawsuits, his recommendation would be that we discuss those in Executive Session.

Ms. Newton moved, seconded by Mr. Walker, to resolve this matter, that we formally thank Mr. Seals for his service to Richland County and that we acknowledge that his termination process did not follow appropriate protocol, and that resulted in an unfair and negative impact on his career reputation. We give Mr. Seals a public hearing, which will give our citizens full transparency into the matter that happened with the lawsuit and allows Mr. Seals to share any information that would like to share with Council and our citizens. Finally, after that public hearing that we revisit the matter of Mr. Seals' settlement.

Mr. Malinowski stated, in answer to Ms. Newton's question about the settlement and the public hearing, what he saw was that while Mr. Seals reserved his object to termination, and that Council did not comply with State law that he did submit a written request for a public hearing before Council.

Ms. Newton noted she was not here when Mr. Seals was hired, or fired, but she does think that the lack of transparency has been a huge issue in terms of how we deal with it. From her perspective, he has suffered a great harm to his reputation and career simply because he worked for Richland County. Our citizens, at least her constituents, are curious to know what happened, why it happened, and why we used taxpayer dollars to pay a settlement. She would guess that he would be willing to have a public hearing, and this is an opportunity for us to clear the air. It gives us an opportunity to revisit the settlement, so we can move on and put it to bed. She noted when a private business makes employment mistakes, they makes amend with their profit. When the government makes amends, they are doing so with their citizens' dollars; therefore, they should be involved in the process.

Mr. Manning requested Mr. Smith to remind Council of the legal process, with regard to hearings, in terms of the separation, and what State law says about a County Administrator and the County Administrator-Council form of government.

Mr. Smith responded, to the extent that you are asking the lawyers to give you legal advice about the process, and State law, that it needs to be given in Executive Session. If Council wants to waive the attorney-client, we would still have to go into Executive Session, so we can advise you of the potential effects of that. Then, if you wanted to knowingly waive that right, you would have the right to do so.

Mr. Manning stated his question was about the process laid out in State law, and he is not sure that would be an Executive Session item. He was thinking there was a State law, in the Council-Administrator form of government, which addresses if Council wishes to discontinue the County Administrator's contract, the

Administrator's right to request a public hearing and how the process works (i.e. time period, response by Council, etc.)

Mr. Smith responded, in terms of the process, the process calls for the County Administrator to request a hearing, if he so desired. In this case, Mr. Seals did, within the timeframe, request a hearing, which was pending at the time the parties reached a settlement.

Ms. Dickerson stated she thinks we need to have further discussion. Therefore, if it is necessary for us to go into Executive Session to get legal advice, she would support Ms. Newton allowing this to go into Executive Session, and then coming out and voting on the item.

Mr. Livingston made a substitute motion, seconded by Ms. McBride, to go into Executive Session to discuss this item.

POINT OF ORDER: Ms. Newton inquired if Mr. Livingston's motion is truly a substitute motion, or because her motion is the one that is currently on the floor.

Mr. Livingston responded it is because Ms. Newton's motion is on the floor.

POINT OF ORDER: Mr. Walker stated he believes Mr. Livingston's explanation to Ms. Newton is incorrect. He believes a substitute motion, presented subsequent to Ms. Newton's motion, if the substitute motion were to pass then hers would be off the table and would not be able to be represented.

Mr. Livingston responded that always happens when a substitute motion passes.

Mr. Walker stated then the explanation given to Ms. Newton was improper.

Mr. Livingston noted he told her it was a substitute motion.

Mr. Walker stated what Mr. Livingston has done is position his substitute motion to take Ms. Newton's motion off the table after Executive Session.

Ms. Newton stated, my understanding is, I have a motion on that was on the floor. There is currently a substitute motion with the intent to go into Executive Session to discuss the original motion she made, as well as any additional information. Following, Executive Session is there anything that would preclude her motion from being addressed at that time.

Mr. Smith responded once we have answered any questions Council has, or explained any legal advice, Council members are free to make any motion that you want, including those already made.

Mr. Walker stated, for clarification, Ms. Newton made a motion. The Chair has made a substitute motion. If the substitute motion were to pass, would Ms. Newton's motion still be properly before us, if presented on the backside of Executive Session.

Mr. Smith responded, once Council comes out of Executive Session, Ms. Newton is not precluded from making the same motion, as her original motion. He does not think there is a situation where whatever motion was made during the public session is going to impede Ms. Newton's ability to make the same motion, once Council comes out of Executive Session. Or, Mr. Livingston, by asking to go into Executive Session, is in anyway going to preclude her from making the same motion she originally made.

Mr. Walker stated, for clarification, the fact that the motion to go into Executive Session has been presented as a substitute motion does not preclude Ms. Newton's original motion from being brought back before us, even if the substitute motion passes.

Mr. Smith responded in the affirmative. Once Council comes out of Executive Session, anybody can make any

motion they want, including a motion that has already been made.

Mr. Malinowski noted, if Ms. Newton withdraws her motion, there will be no question if it was defeated by anything. Then, she can make the motion once Council comes out of Executive Session.

Ms. Newton stated she heard very clearly that she could make her motion again, but for simplicity she will withdraw her motion.

In Favor: McBride, Livingston and Manning

Opposed: Malinowski, Dickerson, Terracio, Walker, Myers and Newton

Not Present: Kennedy

The motion failed.

Ms. Newton moved, seconded by Mr. Walker, to formally thank Mr. Seals for his service to Richland County and acknowledge that his termination process did not follow proper procedures and protocols and that resulted in an unfair, negative impact on his career and his reputation. That we give Mr. Seals an opportunity to provide full transparency to our citizens in a public hearing and that following the public hearing we revisit the matter of Mr. Seals' settlement.

Mr. Manning inquired, when we are talking about providing a hearing, we do need to identify that the hearing would be the hearing prescribed by State law, with regard to this process, or would this be some other hearing per Council rules. In addition, where and how would this hearing be conducted?

Mr. Smith responded the hearing would be the one that Mr. Seals was entitled to under State law, and as stated earlier, he had made the request, within the timeframe. The hearing was pending at the time the settlement agreement was reached. If this motion passes, there would have to be a date and time set for Mr. Seals to have that hearing, which would be at the discretion of Council.

Mr. Manning stated, if we are backing up to that point, would that have all aspects of the agreement that was agreed to, and signed off by everybody, null and void and back to the beginning. In order for the hearing to proceed, would we have to bring everything back to where we were in the process at that time?

Mr. Smith responded, because of the Court's action, the Court has voided the agreement. There is no agreement, at this point. That brings us back to where we were before the agreement was reached, which was Mr. Seals had requested a hearing. As I heard Ms. Newton's motion, Mr. Seals' hearing would be set for a certain date and time. After that hearing, according to the motion, Council would address the issues related to any settlement of this matter.

Mr. Manning inquired if the County has retrieved the money from the agreement that is no longer in place.

Mr. Smith responded there has been no exchange of funds.

Mr. Manning inquired as to what Council would have to forego to receive legal advice publicly about the long-term ramifications to the County if we move forward with the motion on the floor.

Mr. Smith responded, they are bound by certain rules of professional responsibility, in terms of what lawyers can and cannot do. One of the things is, we cannot break attorney-client privilege. Only Council has the authority to decide that they want to waive, or break, attorney-client privilege. However, before Council did that, we have a responsibility to tell you the potential ramifications of your waiving attorney-client privilege. In order to tell Council that, that would be in the form of legal advice, and would require us to go into Executive Session. Then, if Council wanted to out and say, "We have been told, and in spite of being told we are going to waive, or break, attorney-client privilege," that would be up to Council.

Mr. Manning stated, for clarification, because we have not gone into Executive Session, we cannot get legal advice, related to this motion.

Mr. Smith responded in the affirmative.

Ms. McBride stated, for clarification, by law, Mr. Seals could have requested a hearing, but he is not mandated to have a hearing.

Mr. Smith responded the law gives Mr. Seals the right to have a hearing, and it is his right to exercise that opportunity or not.

Ms. McBride noted, based on the motion before us, Mr. Seals does not have to accept having a hearing.

Mr. Smith stated, it is his understanding, it is in the form of an offer. Mr. Seals can either accept or reject that offer, or come back with a counteroffer.

Ms. McBride inquired, if Mr. Seals rejects the offer, where would we be in the process.

Mr. Smith responded we would still be where we are right now with us having to figure out a resolution to this matter.

Ms. McBride stated what we are trying to do now is to determine, working with Mr. Seals, whether he wants a hearing of the procedures we need to take. This is just another almost unnecessary step that we are trying to resolve now.

Mr. Smith responded, in terms of the steps we are taking, at this point, he thinks what we were trying to do, with Council, is get some direction from Council about what type of offer you all want us to take back to Mr. Seals. There's a motion, which presumably does that. Of course, until such time that we take the offer to him, we do not know how that offer will be received or not received by Mr. Seals, or where that will leave us.

Ms. McBride noted she was thinking Legal was already developing a process in working with Mr. Seals to bring back to Council.

Mr. Smith stated, what they reported last time, was that Mr. Seals and his attorney agreed they would join us on the motion with the Court to reconsider. However, in terms of any other information coming from them, regarding this matter, there was no additional information.

Ms. McBride inquired, in terms of our attorneys' work with Mr. Seals, is that null and void, if the motion on the floor passes?

Mr. Smith responded "No." The motion, regarding the reconsideration has already been filed. We are waiting on a response from the judge.

In Favor: Malinowski, Dickerson, Terracio, Walker, Kennedy, Myers and Newton

Opposed: Livingston

Abstain: McBride and Manning

The vote was in favor.

Mr. Walker moved, seconded by Mr. Malinowski, to reconsider this item.

In Favor: McBride, Livingston, Kennedy and Manning

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Opposed: Malinowski , Dickerson, Terracio, Walker, Myers and Newton

The motion for reconsideration failed.

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No comments were received.

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matter Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time) – No comments were received.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown stated the percent positive for Richland County is approximately 17.1%. The percent positive had been going down, but there has been a spike in cases in the last few weeks. He noted that approximately 7% of the cases are requiring a hospital stay, and there have been 282 deaths that are COVID-related. The County has participated in several mask giveaways. There are currently mask giveaways scheduled on November 20 in District 10 at Temple of Faith Bible Way Church, and in District 11 at Crossroads Community Center. On December 4, in District 10, there is a mask giveaway at Mt. Moriah Baptist Church. Then, on December 11, in District 11, there is a mask giveaway at the Richland County Sheriff's Region I Substation.

In response to a question raised at the last Council meeting, 85 – 87% of Administration employees are working primarily onsite; 13 – 15% are primarily tele-working and 2% are working an alternative/flex schedule.

Mr. Brown stated, in preparation for limited in-person services, safety, cleaning, build access, and workplace protocols have been addressed. The CDC's Resuming Business Toolkit will be utilized to assess the County's readiness to allow in-person services. In addition, we have acquired appointment software, which will allow us to have limited in-person services. There will be face masks available for employees and the public. The County has acquired handheld infrared thermometers and temperature scanning devices have been installed. Supervisory training has been provided, and will continue training, as necessary, to impact the slow speed of COVID-19. Also, the Human Resources Department has offered mental wellness sessions.

PRISMA Health has expressed a desire to continue to utilize the Sears facility.

POINT OF PERSONAL PRIVILEGE – Ms. Myers noted the fiber optic cable is being installed in District 10, so this time next year more people in Richland County will have access to in the internet.

Ms. Newton inquired if there is any additional information regarding CARES funding, or other funding, to offset the costs associated with the County's COVID response.

Mr. Brown responded the State has communicated the request the County submitted, through the CARES Act Program, has been approved. Once the County receives those funds, he will inform Council of the amount reimbursed.

Ms. McBride requested clarification on the makeup of the 85% of employees that are currently working onsite.

Mr. Brown stated those are Administration direct report employees. He does not have the details of the breakdown of the elected and appointed officials' employees, but believes they are working similarly to what Administration is doing.

11. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

12. **REPORT OF THE CHAIR** – No report was given.

13. **APPROVAL OF CONSENT ITEMS**

- a. 20-029MA, Dave R. Brock, M-1/RM-MD to LI (2 Acres), 1804 Shop Road, TMS # 13604-01-01 [THIRD READING]

Mr. Manning moved, seconded by Ms. McBride, to approve the consent item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

14. **THIRD READING**

- a. 20-021MA, Erica Serbin, RM-MD to MH (2.34 Acres), 8534 Old Percival Road, TMS # R22602-02-07 – Ms. Myers inquired if the ownership of this property was connected to the trailer parker demolition the County undertook.

Mr. Voignier responded there is not a connection.

Ms. Myers moved, seconded by Ms. Newton, to approve this item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

15. **SECOND READING**

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

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem and infrastructure credit agreement by and between Richland County, South Carolina and Project Yeti to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Ms. McBride moved, seconded by Mr. Walker, to approve this item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker and Newton

Not Present: Kennedy

The vote in favor was unanimous.

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Gable Oaks Housing Associates LP; and

other related matters – Ms. McBride moved, seconded by Ms. Dickerson, to approve this item.

Ms. McBride reiterated that she is moving for approval based on her conversation with the President of the Gable Oaks Association, City Councilmen and the lawyers’ briefing during the Economic Development Committee.

Mr. Livingston stated anytime we are doing a FILOT the industrial park will be attached to it.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker and Newton

Not Present: Kennedy

The vote in favor was unanimous.

- d. Approving the transfer of certain real property located in Richland County, the granting of certain options and other matters related thereto – Ms. McBride moved, seconded by Mr. Walker, to approve this item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker and Newton

Not Present: Kennedy

The vote in favor was unanimous.

16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Cross; identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker and Newton

Opposed: Malinowski

Not Present: Kennedy

The vote was in favor.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Cross to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker and Newton

Opposed: Malinowski

Not Present: Kennedy

The vote was in favor.

17. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. Airport Commission – 2 – Mr. Malinowski stated the committee recommended re-appointing Mr. John

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Parrish and appointing Mr. Prentiss McLaurin.

Ms. McBride inquired about how long Mr. Parrish has served on the Airport Commission.

Mr. Malinowski responded this would be his 2nd term.

Ms. McBride inquired if there are term limitations on any of the committees.

Mr. Malinowski responded some of the committee do have term limitations, but he is not sure which ones. He noted Ms. Onley could provide that information.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning and Newton

Not Present: Kennedy

The vote in favor was unanimous.

18. REPORT OF THE RENAISSANCE AD HOC COMMITTEE

- a. I move to direct staff, by way of the County Administrator, to continue in its development of a proposal for the beautification of the Old Antique Mall site as an expansion of the Broad River Road Corridor Façade Grant Program. This beautification effort is intended to be an intermediary improvement until such a time that the highest and best use for the site is determined via community engagement as part of the Richland Renaissance Initiative. Staff should also work in concert with Richland County Sheriff's Department and County Magistrate's Office to provide a comprehensive proposal for Council consideration [DICKERSON] – Ms. Dickerson stated the committee recommended to direct staff to determine if the location will be a priority in 2021 Capital Improvement budget.

Ms. Newton stated one of the things the Magistrate's Office was going to do was to come back and ranked all of their priorities and plans for their offices. She offered a friendly amendment that when they come back with their plan that they list all of their priorities for Magistrate's Office for the Capital Improvement Plan.

Mr. Malinowski stated, for clarification, in the Capital Improvement budget there are already funds set aside for the Magistrate's Office. Therefore, the motion is to utilize the funds, and allow the Magistrate to come forward with whether or not this building would be one of their priorities.

Mr. Walker stated the Magistrate and the Sheriff's Department are seeking to have this item deferred. He inquired if there is a reason this could not be deferred for one meeting.

Ms. Dickerson responded we have gone through several documents with the Sheriff's Department and the Magistrate's Office. Therefore, she thinks it would be okay for the Magistrate to make his presentation when it comes up, but that it should go forward so it can be on the list of ones to be considered.

Mr. Walker inquired if it would be appropriate to hear from the Sheriff's Department, as they will be the intended user.

Ms. Terracio inquired about what the \$6.9M represents.

Mr. Brown responded the \$6.9M is referencing the Dutch Fork Magistrate Facility and Region Four Office. He is not sure of the specifics of those amounts, and would need to be provided by the Chief Magistrate and/or Chief Cowan.

Chief Cowan stated the Chief Magistrate has a lot of information that is not ready to be presented. One of the biggest thing was the priorities for the Magistrate's Office and co-locating with the Sheriff's Department. Additionally, identifying the costs and where the locations would be. As far as the Dutch Fork Magistrate Office

is concerned, their position is the first thing that needs to take place is the demolition of the Old Antique Mall. The Chief Magistrate wants the Magistrate's Office there, but there are so many unanswered questions.

Ms. Dickerson moved, seconded by Mr. Walker, to defer this item.

In Favor: Malinowski and Walker

Opposed: Dickerson, McBride, Livingston Terracio, Kennedy, Manning and Newton

Not Present: Myers

The motion for deferral failed.

Ms. Newton stated what she understood Chief Cowan to say was that the Sheriff's Office and the Magistrate wanted to come back with full information to present their recommendations on how they wanted to move forward. The way she understands the motion on the floor is requesting staff to do exactly that. It seems the motion is in concert with what Judge Edmond and the Sheriff's Department is asking for.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Kennedy, Manning and Newton

Opposed: Walker

Not Present: Myers

The vote was in favor.

- b. I move that Richland County build a new County Courthouse [MANNING] – Ms. Dickerson stated the committee recommended moving forward to address building a new County Courthouse.

Mr. Malinowski stated his recollection is that we used to have a Courthouse Ad Hoc Committee. He inquired what happened to the committee, and why this would not be handled through that committee.

Ms. Dickerson responded there was a Courthouse Ad Hoc Committee. The committee was dissolved.

Mr. Malinowski further stated he thought the Courthouse was a part of the Renaissance Plan. He inquired where the results are from when it was previously discussed.

Mr. Walker stated, given the fact this motion has been routed through the Renaissance Ad Hoc Committee, implies it is part of the Renaissance Program. A "No" vote to this unilateral motion, which extracts one component of the Renaissance Program, would not necessarily halt the progress and consideration being made as it pertains to the Courthouse within the Renaissance Program.

Mr. Livingston responded that is correct.

Ms. Newton stated she was not here during the initial process for the Courthouse, so she is unclear on what the whole process would look like, when it comes to the Courthouse. The recommendation she made, at the committee, is that we direct staff to look at the Renaissance Program, or the previous items that were included in it, comprehensively, so that we can see where they fit in.

Ms. Newton moved, seconded by Mr. Walker, to direct staff to comprehensively look at the Renaissance Program, or the previous items that were included in it, in order to determine where they fit in.

Ms. McBride stated it is somewhat of a misnomer, in terms of the Renaissance Committee, because we deferred it, and then we brought back up the Renaissance. There are several different components to the Renaissance Committee. We are addressing the administrative components now. She agrees there is confusion, particularly

for those that are new. To start all over, would have wasted a lot of time. There are certain components that need to be moved on immediately. We could separate the components. Each one of them is very comprehensive, so lumping them all back together would be too much, and would not be intent when it was deferred. She suggested reviewing the Courthouse part and having staff bring back with recommendations to the committee.

POINT OF ORDER – Ms. Myers stated she would be concerned with putting this item back in committee, or remanding it anywhere else because Council voted a year ago to have staff to bring us a comprehensive Renaissance Plan. At this point, we have buildings falling down, and we need to move forward.

Ms. McBride stated, for clarification, we already have a plan in place.

Ms. Myers responded she does not understand that we do. The point of her motion, which will be taken up in the D&S Committee, was there was no visibility as to what was happening with Renaissance.

Ms. McBride stated we did have a plan for the Courthouse. Her motion was to deal with what we have and to complete it for the Courthouse.

Ms. Terracio offered a friendly amendment to include a rebranding of what has been known as the “Renaissance”. Every time we say the word it reinforces an unknown tumbleweed of programs and projects.

Ms. Newton stated, for clarification, when she says a comprehensive plan it does not mean we are going to do all of these things together simultaneously. We are talking about multiple priorities that have long processes to figure out how we are going to do them. There are cost, budget and strategy implications. She understood in the previous vision for the Courthouse there were dependent variables about what that would mean for 2020 Hampton Street.

Mr. Livingston stated since the Renaissance Plan started the County’s needs have changed. He would recommend asking staff what the County’s current facilities needs are, and have them bring back a utilization plan for those facilities. We can say the plan must include DSS, 911, Public Safety, etc., but staff will prioritize these things.

Mr. Livingston made a second substitute motion, seconded by Ms. Dickerson, to direct staff to review the current County facility needs and County-owned properties, and bring back a utilization plan for Council’s consideration. The plan will prioritize DSS, Public Safety and the Courthouse.

Mr. Walker suggested making the motion pertinent to this item and the following item.

Ms. Newton requested Mr. Livingston to clarify what he mean by “utilization plan”.

Mr. Livingston responded what would be the best utilization for the facilities.

Mr. Malinowski stated it seems, if we want to do the best thing for the County, staff needs to come up with a prioritization list.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning and Newton

Opposed: Myers

Not Present: Kennedy

The vote was in favor.

- c. I move that Richland County provide a facility for the Richland County DSS – This item was included in the previous motion.

19. **OTHER ITEMS**

- a. **Alvin S. Glenn Detention Center – Detainee Telephone Service** – Ms. Wladischkin noted, during the RFP process for the Inmate Telephone System, one of the evaluation factor outlined was the commission structure. The submittals were rated based on that commission structure, and the most favorable commission structure for the County would have received the most points. In Council' desire to eliminate that commission structure, and move forward with charging the inmates the cost, it voids the commission rating in the RFP. She is suggesting that we go to all of the submittals and ask for their best and final offers, based on Council's desire for the cost structure, and eliminating the commission to the County.

Ms. McBride stated this item came straight to Council and not through the Detention Center Ad Hoc Committee. There are a lot of other options we may want to look at, in terms of the money that the County is getting as a result of the telephone usage. We have a real problem with mental health, drug and substance abuse, in our facility. There may be a way for us to redirect those funds to address those issues. If this is not time sensitive we need to study this to make sure we are providing a prototype program for the detainees, and we are getting the best results for this contract.

Ms. McBride moved, seconded by Ms. Dickerson, to refer this item to the Detention Ad Hoc Committee.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

20. **EXECUTIVE SESSION** – There were no items for Executive Session.
21. **MOTION PERIOD** – There were no motions.
22. **ADJOURNMENT** – The meeting adjourned at approximately 8:30 PM.



Richland County Council
Zoning Public Hearing
November 19, 2020 – 7:00 PM
Zoom Meeting

COMMITTEE MEMBERS PRESENT: Paul Livingston, Chair; Bill Malinowski, Joyce Dickerson, Yvonne McBride, Allison Terracio, Jim Manning, Dalhi Myers, Joe Walker and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Tamar Black, Angela Weathersby, Geo Price, Ashiya Myers, Ashley Powell, Brad Farrar, Brian Cooks, Clayton Viognier, Michael Maloney, Jeff Rubble, Sandra Haynes, Dwight Hanna, and Tommy DeLage,

II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.

III. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions/ deletions to the agenda.

IV. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Ms. Dickerson, to adopt the agenda as published.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning, Myers and Newton

Not Present: Walker and Kennedy

The vote in favor was unanimous.

V. **MAP AMENDMENTS [ACTION]**

1. 20-031 MA
Jim Chapman
M-1 to RM-MD (39.47 acres)
Rivkin Blvd
TMS# R22807-01-07

Mr. Malinowski moved, seconded by Ms. McBride, to defer this item until the February 2021 Zoning Public Hearing.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Myers, Newton

Oppose: Manning

Not Present: Walker, Kennedy

The vote was in favor.

**Zoning Public Hearing
November 19, 2020**

2. 20-032 MA
Ryan Maltba
RU to GC (.88 acres)
4551 Hard Scrabble Road
TMS# 20300-04-16

Mr. Livingston opened the floor to the public hearing.

The applicant submitted comments in favor of this item.

The floor to the public hearing was closed

Mr. Manning moved, seconded by Ms. Newton, to approve this item.

In Favor: Malinowski, McBride, Livingston, Terracio, Manning, Myers, Newton

Abstain: Dickerson

Not Present: Walker, Kennedy

The vote in favor was unanimous, with Ms. Dickerson abstaining.

3. 20-033 MA
Yani G. Mouratev
RR to HI (69.93 acres)
115 Tims Road
TMS# 06600-02-12

Mr. Livingston opened the floor to the public hearing.

The applicant submitted comments in favor of this item.

Ms. Pat Benson and Mr. Timothy L. Benson submitted comments in opposition of this item.

The floor to the public hearing was closed

Ms. Dickerson moved, seconded by Ms. McBride, to defer this item until the February 2021 Zoning Public Hearing.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning, Myers, Newton

Not Present: Walker, Kennedy

The vote in favor was unanimous.

4. 20-034 MA
Paulette Morin
RU to GC (2.35 acres)
Shop Road and Atlas Road
TMS# R16204-07-06, 08, 09, 10, 11 & 12

**Zoning Pubic Hearing
November 19, 2020**

-2-

Mr. Livingston opened the floor to the public hearing.

The applicant submitted comments in favor of this item.

The floor to the public hearing was closed

Ms. Myers moved, seconded by Ms. Dickerson, to approve this item

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Myers, Newton

Not Present: Walker, Kennedy

The vote in favor was unanimous.

5. 20-035 MA

Tiffany Harrison

M-1 to HI (202 acres)

Longwood Road

TMS# R16100-02-20, 04, 02 (P) & 19 (P)

Ms. Myers moved, seconded by Ms. Dickerson, to defer this item until the December Zoning public hearing meeting.

Ms. Newton made a substitute motion, seconded by Mr. Malinowski, to discuss the questions about the re-zoning item now to avoid having the item deferred without discussion.

In Favor: Malinowski, Livingston, Terracio, Walker, Myers, Newton

Opposed: Dickerson, McBride

Abstain: Manning

Not Present: Kennedy

The vote was in favor.

Mr. Livingston moved, seconded by Mr. Malinowski, to move forward with First Reading, to address Ms. Myers' concerns and allow community input.

In Favor: Malinowski, McBride, Livingston, Terracio, Walker, Manning, Newton

Opposed: Myers

Abstained: Dickerson

Not Present: Kennedy

The vote was in favor.

VI **OTHER BUSINESS** – There was no other business

VII. **ADJOURNMENT** – The meeting adjourned at approximately 7:55



Report of the County Administrator

Special Called Meeting – December 8, 2020

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data

The information in the corresponding attachments is specific to Richland County and provides an overview of the prevalence of COVID 19 in Richland County. The source of this information is the South Carolina Department of Health and Environmental Control (SCDHEC).

2. Mask Giveaway Events

There have been multiple mask giveaway events held in Richland County. Councilmembers have routinely distributed masks in one of the following ways: via county hosted event, partnering with other local agencies to give away masks during community outreach events, or supplying masks for community agencies to distribute to their members. Recent scheduled events were held in Districts 5, 10, and 11. This does not include mask drop offs done individually by Councilmembers.

There are mask giveaways currently scheduled for:

- District 11
 - Richland County Sheriff's Region 1 Substation, on December 11th from 10:00am-11:30am

3. Preparation and Consideration for Limited In-Person Services

There have been multiple modifications made by Richland County in response to COVID 19. Safety protocols, Cleaning Protocols, Building Access Protocols, Workplace protocols, etc. I anticipate that we will need to continuously update protocols as necessary to comply with public health and safety recommendations from the CDC and SCDHEC. Currently, we are using the CDC's Resuming Business Toolkit to assess our readiness to offer limited in-person services.

A few of the steps we have already taken include acquiring an appointment software tool, contract cleaning services, face masks, face shields, hand held infrared thermometers, self-check temperature screening devices, placed COVID 19 safety messaging inside and outside of our facilities, provided supervisor training specific to COVID 19, and offered mental wellness sessions for our employees, to name some of the steps we have taken.

My goal is to begin offering limited in-person services in early 2021. Due to the recent spike in COVID 19 cases in SC and the U.S. and with the Christmas, and New Year holidays rapidly approaching, I expect families and friends will be gathering for these events, as demonstrated during this past Thanksgiving holiday. I think it will be prudent to delay any increased opening to the public until after the holidays, in order to mitigate the spread of COVID 19. Our ability to

reopen and remain open for some level of in person services will largely depend on everyone's compliance with COVID 19 protocols.

ADDITIONAL UPDATES FOR CONSIDERATION:

Continued Partnership with PRISMA Health: Using Sears facility to administer COVID 19 testing.
Emergency Services Personnel – the physical, mental, and emotional toll of COVID 19.

ATTACHMENTS:

1. SCDHEC COVID-19 Statistical Data
2. Coronavirus Disease 2019 (COVID-19) – When to Quarantine
3. "DHEC Applauds Local Governments for Work to Slow the Spread of COVID-19; Urges Continued Vigilance"

Number of Tests | Richland

263,323

Go to Testing

Cases | Richland

20,890

Go to Cases

Hospitalizations | Richland

892

Go to Hospitalizations

Deaths | Richland

303

Go to Deaths

Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (November 15, 2020 - December 1, 2020) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

Select a county to display county-specific information
Click the county again to return to the full state map



© OpenStreetMap

Low Incidence; 0-50

Moderate Incidence; 51-200

High Incidence; >200

State Recovery Estimate

90.9%

As of December 01, 2020, of the total positive cases of COVID-19 in South Carolina (223,063), we have symptom onset data (meaning, the date when a person first showed signs of illness) for 132,161 of those individuals. Of those individuals, 3,076 have unfortunately died. Our recovery rate data is based on symptom onset information, so the percentages below are based on the number of individuals we have symptom onset data for, NOT the total number of cases in the state.

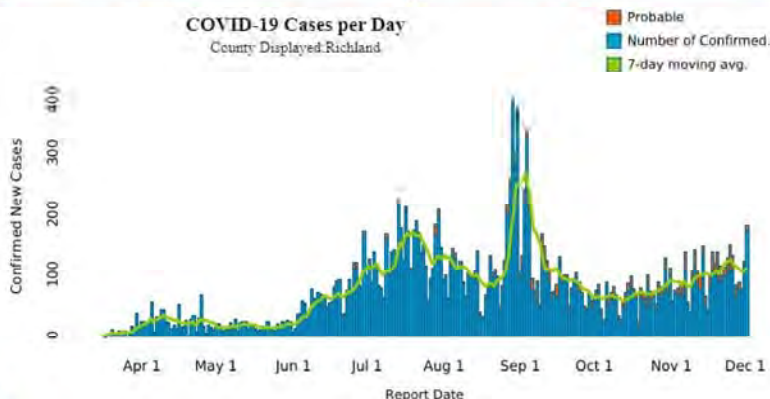
As of December 01, 2020, 90.9% of those 129,085 individuals for which we have symptom onset data are estimated to have recovered from COVID-19, and 9.1% are estimated to remain ill.

Note: These data are provisional. The estimated percent of those who may have recovered from COVID-19 is based upon the following parameters:

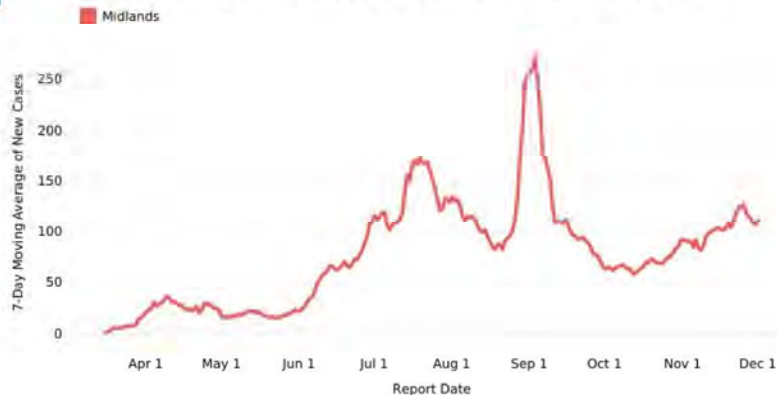
1. Those who reported being hospitalized were deemed as "recovered" based upon having no reported adverse outcome reported as of >32 days since their illness onset.
2. Those who reported not being hospitalized were deemed as "recovered" based upon having no reported adverse outcome reported as of >14 days since their illness onset.
3. Those where hospitalization status was unknown were deemed as "recovered" based upon having no reported adverse outcome reported as of >32 days since their illness onset.

COVID-19 Cases per Day

County Displayed: Richland



7-Day Moving Average of COVID-19 Cases, by Public Health Region





Number of Tests | None

263,323

Select Date Range
to Filter Page Values



Percent Positive | None

16.0%

Rate of COVID-19 Tests Performed

County Displayed: Richland | Dates Displayed: 2/26/2020 to 12/1/2020



Type of COVID-19 Tests Being Performed

County Displayed: None | Dates Displayed: 2/26/2020 to 12/1/2020

	Positive	Negative	Grand Total
Viral (Molecular)	26,621	211,801	238,422
Antigen	3,029	13,068	16,097
Antibody (Serology)	1,537	6,777	8,314
Unknown	19	471	490
Grand Total	31,206	232,117	263,323



20.8% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volumes of tests received and not distinct individuals tested. Individuals may have multiple tests.

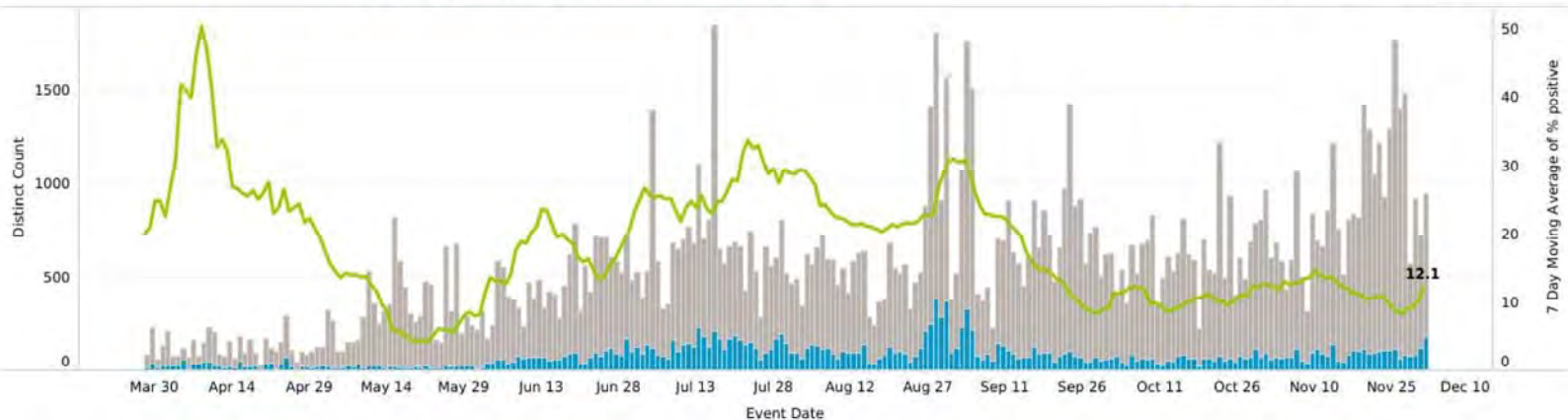
*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

Moving 7 Day Average Percent Positive of COVID-19 Tests

County Displayed: Richland | Dates Displayed: 2/26/2020 to 12/1/2020

Note: Tooltips Display Percent Positive for the current day and moving 7 day average.

- Number of Individuals tested with a Viral Test
- Number of Confirmed Cases
- 7 Day Moving Average Percent Positive





Cases | Richland

20,890

Select Date Range
to Filter Page Values

3/4/20 12/1/20

Past 2 weeks | Richland

1,664

Case rates per 100,000 of COVID-19 Reported Cases, by County

County Displayed: Richland | Dates Displayed: 3/16/20 to 12/1/20

Select a county to display county-specific information

Click the county again to return to the full state map



COVID-19 among Healthcare Workers

Note: Data is suppressed for fewer than 5 cases

986

County Displayed: Richland | Dates Displayed: 3/16/20 to 12/1/20

Note: Data is suppressed for fewer than 5 cases

Number of Reported COVID-19 Cases, by ZIP Code

County Displayed: All | Dates Displayed: 3/4/20 to 12/1/20

Search by ZIP code

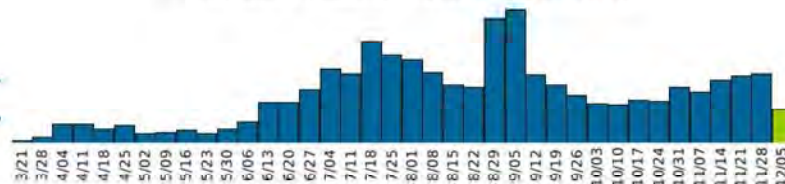
Finding your ZIP: Select a county then use the dropdown above. Clear your selection before exploring another county.

- 51-99 Cases
- 100-249 Cases
- 250-500 Cases
- >500 Cases



Reported COVID-19 Cases, by Week of Report

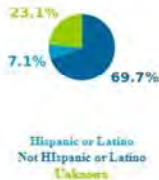
County Displayed: Richland | Dates Displayed: 3/16/20 to 12/1/20



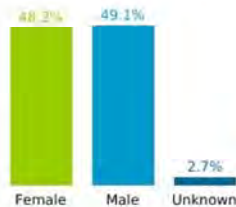
Reported COVID-19 Cases, by Race
Richland



Reported COVID-19 Cases, by Ethnicity
Richland



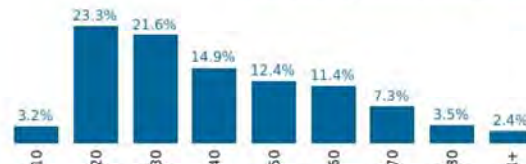
Reported COVID-19 Cases, by Sex
Richland



Reported COVID-19 Cases, by Age Group & Age Related Information

County Displayed: Richland | Dates Displayed: 3/16/20 to 12/1/20

Note: Data is suppressed for fewer than 5 cases



Avg. age **36 years**

Max. age **109 years**

Median age **32 years**

Min. age **0 years**

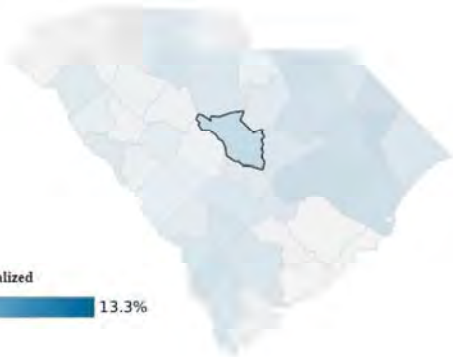


Percent of COVID-19 Cases Who Were Hospitalized At Time of Illness

County Displayed: Richland

Select a county to display county-specific information

Click the county again to return to the full state map



Percent of Cases Hospitalized



© OpenStreetMap

County Displayed: Richland

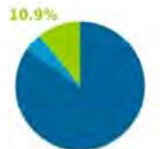
Note: Data is suppressed for fewer than 5 cases

Hospitalized COVID-19 Cases, by Race



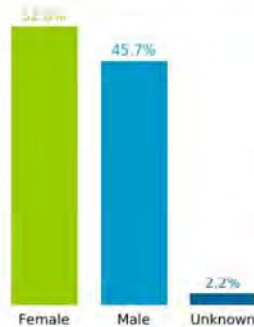
Black | White | Other
Unknown | Under Investigation

Hospitalized COVID-19 Cases, by Ethnicity



Hispanic or Latino
Not Hispanic or Latino
Unknown

Hospitalized COVID-19 Cases, by Sex



COVID-19 Hospitalizations

892

Hospitalization Reported at Time of Illness

County Displayed: Richland

Hospitalized?

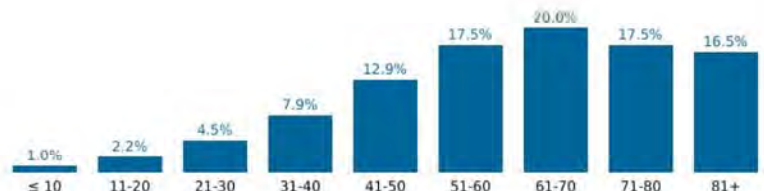
- No
- Yes



Hospitalized COVID-19 Cases, by Age Group & Age Related Information

County Displayed: Richland

Note: Data is suppressed for fewer than 5 cases



Avg. age	61 years
Max. age	101 years
Median age	62 years
Min. age	0 years



Deaths | Richland

303

Percent of Deaths with Comorbid Conditions | State

78%

[Go to Comorbidity Details](#)

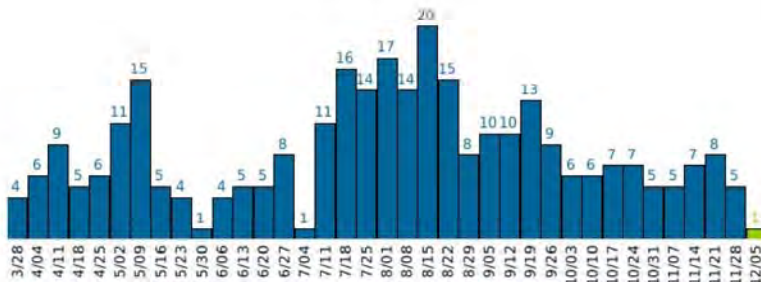
Reported Deaths due to COVID-19, by County
County Displayed: Richland

Select a county to display county-specific information
Click the county again to return to the full state map



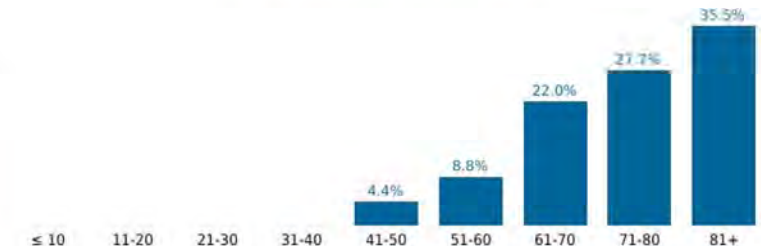
© OpenStreetMap

Reported COVID-19 Deaths, by Week of Report
County Displayed: Richland



Reported COVID-19 Deaths, by Age Group & Age Related Information
County Displayed: Richland

Note: Data is suppressed for fewer than 5 cases

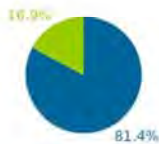


Reported COVID-19 Deaths, by Reported Race



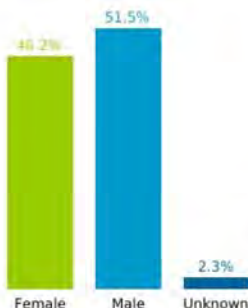
Black | White | Other
Unknown | Under Investigation

County Displayed: Richland
Reported COVID-19 Deaths, by Reported Ethnicity



Hispanic or Latino
Not Hispanic or Latino
Unknown

Reported COVID-19 Deaths, by Reported Sex



Average Age	74 years
Median Age	75 years
Max Age	102 years
Min Age	26 years



Coronavirus Disease 2019 (COVID-19)

[MENU >](#)

When to Quarantine

Stay home if you might have been exposed to COVID-19

Updated Dec. 2, 2020



Local public health authorities determine and establish the quarantine options for their jurisdictions. **Quarantine** is used to keep someone *who might have been exposed to COVID-19* away from others. Quarantine helps prevent spread of disease that can occur before a person knows they are sick or if they are infected with the virus without feeling symptoms. People in quarantine should stay home, separate themselves from others, monitor their health, and follow directions from their state or local health department.

Quarantine or isolation: What's the difference?

Quarantine keeps someone who might have been exposed to the virus away from others.

Isolation keeps someone who is infected with the virus away from others, even in their home.

Who needs to quarantine?

People who have been in **close contact** with someone who has COVID-19—excluding people who have had COVID-19 within the past 3 months.

People who have tested positive for COVID-19 do not need to quarantine or get tested again for up to 3 months as long as they do not develop symptoms again. People who develop symptoms again within 3 months of their first bout of COVID-19 may need to be tested again if there is no other cause identified for their symptoms.

What counts as **close contact**?

- You were within 6 feet of someone who has COVID-19 for a total of 15 minutes or more
- You provided care at home to someone who is sick with COVID-19
- You had direct physical contact with the person (hugged or kissed them)
- You shared eating or drinking utensils
- They sneezed, coughed, or somehow got respiratory droplets on you

Steps to take

Stay home and monitor your health

- Stay home for 14 days after your last contact with a person who has COVID-19.
- Watch for fever (100.4°F), cough, shortness of breath, or **other symptoms** of COVID-19

- If possible, stay away from others, especially people who are at [higher risk](#) for getting very sick from COVID-19

Options to reduce quarantine

CDC and other scientists have explored changing the current recommendation to quarantine for 14 days after last exposure. Reducing the length of quarantine may make it easier for people to quarantine by reducing economic hardship if they cannot work during this time. In addition, a shorter quarantine period can lessen stress on the public health system, especially when new infections are rapidly rising.

Local public health authorities make the final decisions about how long quarantine should last in the communities they serve, based on local conditions and needs. Follow the recommendations of your local public health department if you need to quarantine.

CDC now recommends two additional options for how long quarantine should last. Based on local availability of viral testing, for people without symptoms quarantine can end:

- On day 10 without testing
- On day 7 after receiving a negative test result

After stopping quarantine, people should

- Watch for symptoms until 14 days after exposure.
- If they have symptoms, immediately self-isolate and contact their local public health authority or healthcare provider.
- Wear a mask, stay at least 6 feet from others, wash their hands, avoid crowds, and take other steps to [prevent the spread of COVID-19](#).

CDC continues to endorse quarantine for 14 days and recognizes that any quarantine shorter than 14 days balances reduced burden against a small possibility of spreading the virus. CDC will continue to evaluate new information and update recommendations as needed. See [Options to Reduce Quarantine for Contacts of Persons with SARS-CoV-2 Infection Using Symptom Monitoring and Diagnostic Testing](#) for guidance on options to reduce quarantine.

Confirmed and suspected cases of reinfection of the virus that causes COVID-19

[Cases of reinfection](#) of COVID-19 have been reported but are rare. In general, reinfection means a person was infected (got sick) once, recovered, and then later became infected again. Based on what we know from similar viruses, some reinfections are expected.

Last Updated Dec. 2, 2020



December 1, 2020

DHEC Applauds Local Governments for Work to Slow the Spread of COVID-19; Urges Continued Vigilance

Dear county and municipal leaders,

On behalf of the South Carolina Department of Health and Environmental Control (DHEC), we would like to thank you for your continued commitment to reducing the spread of COVID-19 in our communities. Thanks to the ongoing work of our local partners, South Carolina has made great progress in our fight against this deadly virus. But the fight against COVID-19 is not over.

Many of our local governments have taken the proactive step of implementing mask mandates to further help reduce the spread of the virus. We continue to urge counties and municipalities to take actions to slow the spread of COVID-19 in their communities. This includes promoting mask ordinances.

While getting tested is a key component of helping us locate the virus, wearing masks and practicing social distancing remain critical to preventing cases before they occur. A [recent study](#) found that face mask-wearing alone by **75 percent of the U.S. population** would flatten the projected incidence curve and reduce infections by **37 percent**. This is especially important to understand, as we see increases in COVID-19 infections across our state and nation.

Just a month ago, South Carolina overall was in a 1- to 6-day downward trajectory and **35 of 46 counties** were in a downward trajectory. Unfortunately, these data points have worsened. As of the latest state indicator report from the Centers for Disease Control and Prevention (CDC) on Nov. 24, 2020, the state overall is classified as being not in a downward trajectory, and now only **9 of 46 counties** are in a downward trajectory. This trend aligns with what is being seen nationwide, as every state in the country was not in a downward trajectory according to the CDC's last state indicator report.

Nationally, case counts, percent positivity, hospitalizations, patients on ventilators and deaths are all approaching or surpassing the previous highs from the spring and summer.

As we consider what we're seeing with COVID-19 right now, case numbers have reached unprecedented levels across the U.S. We are fortunate in South Carolina that while our current trajectory is upward, we haven't reached the troubling level we experienced in the summer. But we must act now to avoid sharp surges in case numbers, hospital rates and deaths.

While we await broad distribution of the vaccines, we must focus on prevention. As we have said for quite some time, if we can get people to widely adopt the recommended prevention measures, we could turn our disease trajectory around in four to six weeks.

Just think about it: If everyone would be civically responsible and wear a mask, stay distant from others and avoid group gatherings we could all have a part in helping our schools, businesses and communities as a whole recover more quickly. We could be looking at a different picture as we enter 2021.

Right now, every state is experiencing increases in cases being reported, indicating high levels of disease spread. But changing our behavior can substantially alter the transmission of the virus in every county, every state and the entire country. **This is an all-hands-on-deck effort. We need your help to continue to get the word out about the importance of following public health safety measures to protect the health and safety of our neighbors, friends and loved ones.**

Our collective sacrifices, combined with new treatments and the approaching vaccines, will position our state and nation to win the battle against this pandemic.

We thank our local government leaders and your teams for all that you do each day to protect the health and safety of the public. We stand committed to our continued work together as we address the current challenge in front of us and those ahead.

To access DHEC's county-level dashboard, [click here](#). The Dashboard was developed to help provide a localized look at the impacts of COVID-19 throughout our state. In addition, the latest communication resources and outreach materials are available on our website [here](#).

For information about how to partner with DHEC on a community testing event, please email Acc-Testing@dhec.sc.gov.

Sincerely,

Marshall Taylor, Acting Agency Director
Dr. Brannon Traxler, Interim Public Health Director
Dr. Linda Bell, State Epidemiologist

Richland County Council Request for Action

Subject:

20-032 MA
Ryan Maltba
RU to GC (.88 acres)
4551 Hard Scrabble Road
TMS# 20300-04-16

Notes:

First Reading: November 19, 2020
Second Reading: December 8, 2020 {Tentative}
Third Reading: December 15, 2020 {Tentative}
Public Hearing: November 19, 2020

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-20HR

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 # 20300-04-16 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20300-04-16 from Rural District (RU) to General Commercial District (GC).

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 _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 19, 2020
First Reading: November 19, 2020
Second Reading: December 8, 2020
Third Reading: December 15, 2020

Richland County Council Request for Action

Subject:

20-034 MA
Paulette Morin
RU to GC (2.35 acres)
Shop Road and Atlas Road
TMS# R16204-07-06, 08, 09, 10, 11 & 12

Notes:

First Reading: November 19, 2020
Second Reading: December 8, 2020 {Tentative}
Third Reading: December 15, 2020 {Tentative}
Public Hearing: November 19, 2020

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-20HR

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 # 16204-07-06, 08, 09, 10, 11, & 12 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 16204-07-06, 08, 09, 10, 11, & 12 from Rural District (RU) to General Commercial District (GC).

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 _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 19, 2020
First Reading: November 19, 2020
Second Reading: December 8, 2020
Third Reading: December 15, 2020

Richland County Council Request for Action

Subject:

Transfer of Ownership of Water Lines from the City of Columbia to PRISMA Health

Notes:

November 19, 2020 – The D&S Committee recommended Council to accept PRISMA Health's request to operate a water well and acquire ownership of water lines located at the PRISMA Health Richland Campus, which is located at 5 Richland Medical Park, Columbia, South Carolina 29203, from the City of Columbia to PRISMA Health.



Agenda Briefing Addendum

Prepared by:	Tom Freshwater		Title:	Director of Engineering
Department:	Prisma Health	Division:	Engineering	
Contributor:		Title:		
Contributor:		Title:		
Date Prepared:	November 4, 2020	Meeting Date:	October 27, 2020	
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee:	Development & Services Committee			
Agenda Item:	4d. Transfer of Ownership of Water Lines from the City of Columbia to PRISMA Health			

COUNCIL INQUIRY #1: WHEN WERE PERMITS ISSUED FOR THE PROJECT?

Reply:

Conceptual work began on the project during 2016, following the “great flood” of 2015. Between 2016 and early 2019, numerous meetings were with design engineers/architects, City of Columbia, and DHEC regarding the project. Due to the location of the existing water supply lines owned by City of Columbia on our campus relative to the location of the proposed Water Well, it was determined that the project would necessitate a change in ownership of existing City of Columbia water piping on our campus downstream of the well tie-in point.

Based on Prisma Health’s past practice regarding capital projects and Richland County (approvals for work had not been needed or requested in the past), contacting Richland County about installing a well on the property, or about the change in ownership of water piping, was believed to be unnecessary and was never considered. Prisma Health’s understanding has been that Richland County owns the dirt, but everything in the dirt and own the dirt belongs to Prisma Health (with the exception of COC water lines and some incoming power lines from Dominion Energy).

Prisma Health understands that we will be responsible for operation and maintenance of the designated sections of the COC water piping in the future. Per the Hold Harmless agreement provided to the Richland County, Prisma Health does not expect Richland County to assume any responsibility of the piping in question.

A test well was installed at the current location in late 2016. Progress on the Well project had numerous stops and starts due to capital availability and spending freezes. The dates of issuance of various permits are:

- DHEC construction permit (#32851-WS) issued July 18, 2018.
- Building Permit was issued on September 16, 2019.
- After construction commenced, we identified some necessary modifications to some existing City of Columbia water lines that weren’t in the project scope. City of Columbia gave approval to make these modifications on November 5th, 2019.

COUNCIL INQUIRY#2: WHEN DID CONSTRUCTION BEGIN?

Reply:

- Pre-construction meeting was on July 30, 2019.
- Construction began on October 14, 2019.
- Construction work has been slowed about 7 months due to delays with the City of Columbia.
- Construction is now complete, minus the installation of City of Columbia water meters in several locations (which is pending approval of the change in ownership of the water lines by Richland County).

COUNCIL INQUIRY #3: WHAT IS THE EXACT LOCATION OF THE WELL AND ON WHOSE PROPERTY?

Reply:

The well head coordinates are Lat: N 34°01'43.5" Long: W 81° 01'44.5" and is located on parcel TMS# 11503-01-04a. This parcel is owned by Richland County and leased by Prisma Health.



Agenda Briefing

Prepared by: John M. Thompson, Ph.D., MBA, CPM, Assistant County Administrator

Department: Administration

Date Prepared: August 25, 2020

Meeting Date: October 27, 2020

Legal Review	Larry Smith via email	Date:	September 18, 2020
Budget Review	James Hayes via email	Date:	September 14, 2020
Finance Review	Stacey Hamm via email	Date:	September 14, 2020
Utilities Review	Bill Davis via email	Date:	September 18, 2020
Risk Management Review	Brittney Terry via email	Date:	September 14, 2020
Register of Deeds Review	John Hopkins via email	Date:	September 18, 2020
Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM	

Committee Development & Services

Subject: Transfer of Ownership of Water Lines from the City of Columbia to PRISMA Health

Recommended Action:

There are two recommendations for the County Council’s consideration.

1. Accept PRISMA Health’s request to operate a water well and acquire ownership of water lines located at the PRISMA Health Richland Campus, which is located at 5 Richland Medical Park, Columbia, South Carolina 29203, from the City of Columbia to PRISMA Health.
2. Reject PRISMA Health’s request to operate a water well and to acquire ownership of water lines located at the PRISMA Health Richland Campus, which is located at 5 Richland Medical Park, Columbia, South Carolina 29203, from the City of Columbia to PRISMA Health.

Motion Requested:

Move to accept one of the aforementioned recommendations.

Request for Council Reconsideration: Yes

Fiscal Impact:

Based on PRISMA Health’s letter to Richland County, there is no fiscal impact to Richland County as PRISMA Health assumes full responsibility for acquiring and maintaining the water lines from the City of Columbia. (See attached letter) Moreover, Richland County will not be responsible for any liability pertaining to the transfer of ownership of the water lines from the City of Columbia to PRISMA Health based on PRISMA Health’s Release and Indemnity Agreement that it has given to Richland County. (See attached hold harmless agreement) Based on a review from County Attorney Larry Smith on September 11, 2020, he advised that he has, “no legal concern with the proposed Indemnity and Release Agreement”. (See attached e-mail communication) Additionally, the Budget, Finance, and Utilities Departments have no concerns regarding PRISMA’s proposed acquisition of water lines from the City of Columbia.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On August 14, 2020, Tom Freshwater, director of Engineering at PRISMA Health, contacted the Ombudsman’s Office regarding the health system’s request to acquire ownership of the water lines on the PRISMA Health Richland Campus, which is located at 5 Richland Medical Park, Columbia, South Carolina 29203.

On August 19, 2020, Mr. Freshwater e-mailed Dr. John Thompson a formal request from PRISMA Health regarding its desire to acquire water lines located on the property of 5 Richland Medical Park from the City of Columbia. (See attached letter) In the letter, Mr. Freshwater explained that the 2015 flood caused the medical facility to experience a loss of water supply. Consequently, PRISMA Health Richland worked with various stakeholders including the South Carolina Department of Health and Environmental Control and the City of Columbia to install a water well on its campus. The water well is a supplement to the normal water supply from the City of Columbia that would activate during interruptions to the water flow that it receives from the City.

As part of the process to operate the well, the City of Columbia requested that PRISMA Health obtain approval from Richland County because the County is the owner of certain real property and leases the property to PRISMA Health pursuant to the Memorandum of Lease dated February 9, 1998. (See attached lease agreement, amendment to the lease, deed, and utilities agreement) Moreover, PRISMA Health and the City of Columbia negotiated a transfer of ownership of the affected water lines on the PRISMA Health Richland campus from the City of Columbia to PRISMA Health. (See attached record drawing) Mr. Freshwater’s letter notes the following, “Practically, this means that PRISMA Health will be responsible for all maintenance costs associated with these sections of water lines in the future. PRISMA Health fully understands and agree to this – ie, being responsible for the maintenance and repair costs associated with the piping.”

Attachments:

1. PRISMA Health’s Letter to Richland County
2. PRISMA Health’s Release and Indemnity Agreement
3. Lease
4. Amendment to Lease
5. Deed to 5 Medical Park
6. Utilities, Access and Parking Easement Agreement
7. Overall Site Plan Record Drawing

August 19, 2020

Dr. John Thompson
Assistant County Administrator
2020 Hampton Street
Columbia, SC 29204

RE: Prisma Health Richland Water Well Piping Information

John,

Thanks for talking with me Friday afternoon last week. In follow up to that conversation, I'm sending the information that we discussed so that it can be reviewed and hopefully approved by the appropriate people at Richland County.

In summary, following the 2015 flood in Columbia and the subsequent loss of water supply for the hospital, Prisma Health Richland began working with others (including DHEC and City of Columbia) to install a water well on our campus. The purpose of the well would be to supplement the normal supply of water provided by the COC, and it could be used in case the COC water supply was ever interrupted in the future. We are now nearing the completion of the well installation, and as we approach startup, the COC has requested that Prisma Health obtain approval from Richland County (since the County owns the land that the hospital is built on) before they allow the well to be operated.

The terms of the project that we negotiated with the COC includes a transfer of ownership of the affected water lines on our campus from COC to Prisma Health. Practically, this means that Prisma Health will be responsible for all maintenance costs associated with these sections of water lines in the future. Prisma Health fully understands and agree to this – ie, being responsible for the maintenance and repair costs associated with this piping. During construction of the well, we carefully assessed the condition of the affected piping, and have already taken steps to preemptively address any piping maintenance concerns (my Engineering team has replaced several sections of piping, and abandoned/removed other sections that were no longer needed).

If the County has any concerns about potential financial responsibility for this piping, Prisma Health would be glad to provide hold-harmless documentation for Richland County regarding any future piping repair responsibility.

The well is located on the northeast corner of the Richland campus. The attached map shows the location of the well and associated piping that is in the process of being deeded by the COC to Prisma Health. Approximately 1600 ft of piping of various sizes are being deeded to Prisma Health.

Prisma Health—Midlands
5 Richland Medical Park Drive
Columbia, SC 29203-6897

P. 803-434-7000

PrismaHealth.org



We are excited about the approaching completion of this project, as it will help us to provide even more reliable patient care for the Columbia area. Per the COC requests, we are not able to proceed until approval is provided by Richland County, so a prompt review by Richland County would be greatly appreciated.

If you have any questions, please don't hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Tom Freshwater".

Tom Freshwater
Director of Engineering
Prisma Health Richland

Prisma Health—Midlands
5 Richland Medical Park Drive
Columbia, SC 29203-6897

P. 803-434-7000

PrismaHealth.org



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) RELEASE AND
) INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT is made by and between PRISMA HEALTH-MIDLANDS, f/k/a Palmetto Health Alliance (“Prisma Health”) and Richland County, South Carolina,, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County is the owner of certain real property, which property is leased to Prisma Health, pursuant to the Memorandum of Lease dated February 9, 1998 and recorded in the Richland County RMC Office in Book 10 at Page 866, as modified and assigned from time to time (the “Property”); and

WHEREAS, the City of Columbia (the “City”) previously owned and maintained certain of the water pipes and related fixtures and equipment to supply water to the Property pursuant to certain deeds and easements; and

WHEREAS, Prisma Health is in the process of installing a well water system and will assume ownership and control of only those certain water pipes and related fixtures and equipment (the “Water Pipes”) being shaded and identified as “Exterior Water Systems for Richland Memorial Hospital,” on the drawing attached hereto as Exhibit A, being page 2 of the Overall Site Plan Record Drawing for Prisma Health Richland, dated July 9, 2020, by AECOM (City File #347-16) ; and

WHEREAS, Prisma Health and the County both agree that once the Water Pipes are owned by Prisma Health, the responsibility for the Water Pipes, including all maintenance and repairs, shall be the sole responsibility of Prisma Health; and

WHEREAS, Prisma Health and the County have agreed to enter into this Release and Indemnity Agreement to memorialize their understanding.

Prisma Health–Midlands
 5 Richland Medical Park Drive
 Columbia, SC 29203-6897
 P. 803-434-7000

PrismaHealth.org



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agrees as follows:

1. Prisma Health hereby releases, acquits, and forever discharges the County and its current and former, officers, directors, council members, agents, servants, employees, representatives, successors, and assigns of and from all causes of action, matters, suits, liabilities, expenses and costs whatsoever, which result or may result from or are directly or indirectly related to the ownership, operation, maintenance, or repairs of the Water Pipes or Prisma Health's ownership and/or use of the Water Pipes.

2. Prisma Health hereby agrees to indemnify, defend, and hold harmless the County and its current and former officers, directors, council members, agents, servants, employees, representatives, successors and assigns of and from any and all claims that are or may be asserted against any such indemnitee by Prisma Health or any party that relates directly or indirectly to Prisma Health's use or operation of the Water Pipes.

3. Prisma Health hereby agrees that it will not seek to hold the County responsible for any maintenance, repairs, or other obligations in connection with the installation or operation of the Water Pipes.

4. This instrument shall be binding upon the undersigned, their respective heirs, executors, assigns, administrators, and legal representatives, and shall inure to the benefit of the party being released, its respective heirs, successors, assigns, and legal representatives.

5. This instrument contains the entire agreement between the parties relating to the subject matter hereof.

6. Each of the undersigned represents that it has carefully read this instrument, understands the contents hereof, has been advised by an attorney of its choice in connection herewith, and executes and delivers this instrument as its own free act and deed.

7. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

Prisma Health—Midlands
5 Richland Medical Park Drive
Columbia, SC 29203-6897

P. 803-434-7000

PrismaHealth.org



IN WITNESS WHEREOF, the within instrument has been duly executed and delivered this ___ day of September 2020.

PRISMA HEALTH - MIDLANDS

By: Tom Freshwater
Name: TOM FRESHWATER
Title: Prisma Health Richland, Director of Engineering

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: County Council Chair
Richland County, South Carolina

By: _____
Name: _____
Title: Clerk to County Council
Richland County, South Carolina

Prisma Health—Midlands
5 Richland Medical Park Drive
Columbia, SC 29203-6897

P. 803-434-7000

PrismaHealth.org

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Street and all of its personal property to the County by Deed dated October 3, 1921, which Deed is recorded in the Office of the RMC for Richland County in Deed Book CG at page 201; and

WHEREAS, Act. No. 863 of 1922 designated the Board of Trustees of the Columbia Hospital of Richland County as the fiscal agents of said hospital, with power and authority by themselves, their agents and servants, to conduct, operate, manage, maintain and improve said Columbia Hospital of Richland County; and

WHEREAS, Act. No. 540 of 1947, Act. No. 638 of 1951 and Act. No. 502 of 1959 appointed the Board of Trustees of the Columbia Hospital of Richland County as the fiscal agents and servants to conduct, operate, and manage, maintain and improve the Columbia Hospital of Richland County; and

WHEREAS, Act. No. 1346 of 1964 authorized Richland County to issue up to Six Million Dollars (\$6,000,000) of general obligation bonds to construct new public hospital facilities for Richland County upon approval of the voters in Richland County; and

WHEREAS, the Columbia Hospital of Richland County entered into a contract with John C.B. Smith on July 21, 1965, to purchase Fifty (50) acres between Sunset Drive and Colonial Drive in the City of Columbia for \$12,000 per acre or Six Hundred Thousand Dollars (\$600,000) ("Contract of Sale"); and

WHEREAS, the Contract of Sale was assigned to Richland County; and

WHEREAS, John C.B. Smith and Daisy Christian Smith deeded said property, (which is more particularly described on Exhibit A attached hereto) to Richland County by Deed dated January 12, 1968, which Deed was recorded in the Office of the RMC for Richland-County in Deed Book D95 at page 83 on January 15, 1968; and

WHEREAS, in Act. No. 845 of 1967, the General Assembly authorized an additional Fourteen Million Dollars (\$14,000,000) of general obligation bonds for the purpose of providing public hospital facilities for Richland County upon approval of the voters; and

WHEREAS, Act. No. 1945 of 1972 (the "Act") stated that the hospital facilities, owned by Richland County, shall be governed and operated pursuant to the Act; that the governing body for all county-owned hospital facilities in Richland County shall be the Board of Trustees of the Richland Memorial Hospital; that the Board of Trustees of the Columbia Hospital of Richland County, as constituted, shall constitute the initial board for the Richland Memorial Hospital, and all authority and responsibilities of the Columbia Hospital Board were devolved upon the Board; and that the hospital facility located on Harden Street extension in the City of Columbia was thereby designated the Richland Memorial Hospital (the "Hospital"); and

WHEREAS, Section 4(14) of Act. No. 379 of 1973 empowers counties to enter into lease agreements with any hospital or public agency whereby the county leases hospital facilities to such hospital or public agency; and

WHEREAS, on May 12, 1981, the County received title to 4.63 acres (described on Exhibit B) by deed from the Board of School Commissioners, School District Number One, Richland County ("School District"), which Deed was recorded in the Office of the RMC for Richland County in Deed Book D575 at page 393; and

WHEREAS, the Agreement by and between County, School District and RMH stated that the "Withers School Property" [was] being sold by Richland School District Number One to Richland Memorial Hospital; that Richland Memorial Hospital will pay the sum of ... Three Hundred Twenty Five Thousand Dollars (\$325,000) to Richland School District Number One, and Richland County Council ("County Council") agreed that it would accept title to the property, for the use and benefit of the Richland Memorial Hospital, and that the land shall be used for such purposes as are determined by the Board, and upon the sale of the land, the proceeds shall at that time be conveyed to the Richland Memorial Hospital; and

WHEREAS, the Board, as the fiscal agent of County-owned hospital facilities, has purchased other real property in the name of Richland Memorial Hospital, as is more particularly described on Exhibit C; and

WHEREAS, the Board operates the Hospital as the fiscal agent of the County, and the Existing Improvements are described on attached Exhibit E (the "Existing Improvements"); and

WHEREAS, S.C. Code §§4-9-30(2) and 4-9-130(6) expressly give county councils the authority to sell, lease or contract to sell or lease real property owned by the County; and

WHEREAS, representatives of the Board met with representatives of Baptist Healthcare System of South Carolina, Inc. ("Baptist") in late 1995 and early 1996 to discuss the possibility of a combination of the operations of the Board and Baptist; and

WHEREAS, as a result of such negotiations, pursuant to resolutions of the Board and of the governing body of Baptist duly adopted, the Board and Baptist executed a Term Sheet and have undertaken to refine the terms of such combination; and

WHEREAS, the Board and Baptist have formed the Tenant as a non-profit South Carolina corporation to hold and/or lease certain assets and assume certain obligations and liabilities of the Landlord, the County and Baptist and to consolidate the operations of the health care facilities and services provided by each under the terms of a Pre-Incorporation and Joint Operating Agreement among the Landlord and Baptist (as amended or supplemented from time to time in accordance with its terms, the "Operating Agreement"); and

WHEREAS, as a part of the implementation of such combination, the Landlord has requested the County to execute and deliver this Lease; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

ARTICLE I

LEASED PREMISES

1.01 LEASING CLAUSE.

(A) The County and the Board do hereby lease, to the extent of their respective interests therein, to the Tenant and the Tenant does hereby lease from the County and/or the Board, the real property in Richland County, South Carolina, titled in the name of the County, more particularly described on Exhibit A and Exhibit B attached hereto and made a part hereof, together with all Existing Improvements located thereon, (the "Hospital Land") and the real property in Richland County, South Carolina, titled in the name of Richland Memorial Hospital, more particularly described on Exhibit C attached hereto and made a part hereof, together with all Improvements located thereon ("Related Premises").

(B) The real property Improvements described in Exhibits A, B, C and E are hereinafter collectively referred to as the "Leased Premises."

1.02 EASEMENTS. Also included in the Leased Premises are any easements, rights-of-way, and any other similar rights ("Easements") of the County and/or the Landlord and any such rights which may hereafter be acquired by the County and/or the Landlord within the boundaries of the Leased Premises; however, both the County and the Landlord reserve the right (for themselves and their designees) to utilize said Easements for the purposes for which they were granted.

1.03 NO WARRANTIES. Except as stated herein and without in any manner limiting or impairing the County's or the Landlord's representations and warranties set forth in this

Lease, including, without limitation, Section 11.01 hereof and in any other documents entered into by the parties, TENANT ACKNOWLEDGES AND AGREES THAT THE LEASED PREMISES ARE BEING LEASED TO TENANT AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOTH THE COUNTY AND THE BOARD EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES.

1.04 CONDITION OF PROPERTY. Tenant's entry into, and taking possession of, the Leased Premises shall constitute Tenant's acknowledgment that the Leased Premises are in good and tenantable condition at the beginning of the term hereof and that it accepts the same in "as is" condition. Accordingly, neither the County nor Landlord shall be under any duty to make any alterations or repairs to the Leased Premises during the Lease Term.

ARTICLE II

TERM AND POSSESSION

2.01 INITIAL TERM. This Lease shall commence on February ____, 1998, and shall run an initial term of Thirty-five (35) years thereafter, plus an additional partial year so that the initial term shall expire on December 31, 2033.

2.02 RENEWAL. This Lease shall automatically be extended for a period of five (5) years contemporaneously with the fifth (5th), the tenth (10th) and the fifteenth (15th) anniversary date of the Commencement Date of this Lease unless either the County, Landlord or Tenant

shall give written notice to the contrary at least ninety (90) days and not more than one hundred eighty (180) days prior to each of said anniversary dates.

2.03 HOLD-OVER TENANCY. If Tenant shall remain in possession of the Leased Premises after the expiration of either the original term of this Lease or any extended term without the consent of the Landlord and the County, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a month-to-month tenancy at One Hundred Percent (100%) of the annual lease payments provided for herein applied on a pro rata basis. The month-to-month tenancy may be terminated by either the Landlord or the County at the end of any month, upon a minimum of ninety (90) days' prior written notice to Tenant.

ARTICLE III

PERMITTED USES

3.01 USES. The Leased Premises may only be used, in whole or in part, by the Tenant for the operation of an acute-care, tertiary, regional hospital system (hereinafter the "System"), including, but not limited to, hospitals, emergency services, medical education and research, long-term care facilities, home health care, hospice, assisted living facilities, retirement communities, physician practices, community outreach programs, medical clinics, rehabilitation services, ancillary medical facilities and clinical services incidental to or related thereto ("Permitted Uses"), pursuant to the Operating Agreement. No substantial portion of the Leased Premises shall be used for any purpose inconsistent with the Permitted Uses.

3.02 COMPLIANCE WITH LAWS. Tenant, at Tenant's sole cost and expense, agrees to do all things necessary to maintain the Leased Premises and Tenant's use thereof in compliance and conformity with all applicable laws, regulations, and ordinances, promulgated by any municipal, county, state or federal government, and any and all lawful requirements or orders of any properly constituted municipal, county, state or federal court, or other governmental agency, board, or commission of authority, present or future, in any way relating to the condition, use, or occupancy by Tenant of the Leased Premises. Tenant shall be obligated, at Tenant's sole expense, to obtain and keep in full force and effect all licenses and permits necessary to operate the System and its ancillary facilities and to operate at all times in compliance therewith. Tenant shall have the right, at its sole cost and expense, to contest the validity of any of the aforementioned legal requirements, applicable to the System and/or Leased Premises by appropriate legal proceedings, diligently conducted in good faith; provided, however, that Tenant's right to contest any legal requirements shall be contingent and conditioned upon Tenant posting bonds or other required security or taking any other action required by the applicable governmental authority or deemed reasonably necessary by Landlord to prevent any liens from attaching to the Leased Premises.

3.03 EMERGENCY SERVICES. The Tenant agrees that it will continuously operate and maintain, at all times, emergency services, available to the public Twenty-four (24) hours a day, Seven (7) days a week.

3.04 PUBLIC FACILITIES. The Tenant will implement and maintain a policy of making the Leased Premises available to the general public without regard or restriction to any

particular class of Persons or patients and will render needed health care services to patients without regard to age, race, color, gender, nationality, religion, creed, disability, or ability to pay.

3.05 MEDICARE AND MEDICAID. The Tenant will operate the System in a manner so as to qualify for reimbursement of charges for Medicare and Medicaid patients, and such other governmental programs (of a similar nature) as may be adopted by the federal or state governments during the Lease Term; except where the cost of qualifying for reimbursement exceeds the amount of such reimbursement that can reasonably be expected (the "Governmental Programs"); and will agree to continue to accept such Medicare and Medicaid patients on substantially the same terms and conditions as they were accepted by the Landlord just prior to execution of this Lease.

3.06 INDIGENT CARE.

(A) Tenant acknowledges that the County and the Landlord have certain obligations under South Carolina and federal law to provide health care for Persons who are unable to pay for such care ("Indigent Patients").

(B) Tenant will continue to serve the citizens of Richland County regardless of ability to pay. No medically necessary services will ever be refused or deferred because of the patient's inability to pay. In addition, the bills of those patients with no third-party coverage whose income for their size family falls at or below the Federal Poverty Guidelines and whose net real property value is not over \$35,000 will be written off as Indigent Care.

(C) In consideration of the tenancy conveyed by the County and the Landlord to the Tenant hereunder, the Tenant hereby agrees to provide, and bear all the costs associated with the provision of, all health care services legally required to be provided by the County or the Landlord to Indigent Patients during the term of this Lease. The Tenant hereby releases the County and the Landlord, their respective successors, assigns, agents, members, trustees and representatives (collectively the "Indemnified Parties") from all costs and expenses the Indemnified Parties may incur during the Lease Term, and hereby agrees to indemnify the Indemnified Parties from all costs, expenses, claims, fines, impositions, judgments and other outlays arising from the obligation or asserted obligation of the Indemnified Parties to provide health care services to Indigent Patients.

3.07 LICENSURE. The Tenant will verify, and continue to verify, that the Hospital is licensed by the South Carolina Department of Health and Environmental Control and such other governmental entities as may be required by applicable law. Tenant acknowledges that the Landlord currently has in place all licenses, permits and approvals required by law or necessary for the operation of the System or its participation in any Governmental Program. Tenant agrees that it will continuously maintain in place all licenses, permits and approvals required by law or necessary for the operation of the System or its participation in any Governmental Program (Tenant has elected to participate in) during the Lease Term.

3.08 MEDICAL EDUCATION AND RESEARCH. Tenant shall use its best efforts to continue and to coordinate the System's and the Landlord's medical education and research programs with the University of South Carolina's ("University") (and/or other educational

institutions) academic and research programs. In addition, in performing such functions, Tenant shall use its best efforts to establish good cooperative relationships with the University faculty, community physicians, and with the community generally. Tenant agrees to use its best efforts (so long as it promotes the economic interest of the System) to continue participation by the System in undergraduate and graduate medical education and allied health education programs.

3.09 ENVIRONMENTAL HAZARDS. Tenant shall, in the operation of the System, comply with and shall require its assignees and sublessees to comply with all federal, state and local laws and regulations related to the Leased Premises or any portion thereof, concerning pollution and/or protection of the environment, public health and safety and/or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases, of pollutants, contaminants, or chemical, industrial, hazardous, medical, nuclear or toxic materials or wastes into ambient air, surface, water, ground water, or lands or otherwise relating to the distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, medical, nuclear or toxic materials or wastes including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Occupational Safety and Health Act of 1970, the South Carolina Pollution Control Act, the Federal Water Pollution Control Act, the Hazardous Waste Management Act, and DHEC Hazardous Waste Management regulations.

ARTICLE IV

LEASE PAYMENTS

4.01 ANNUAL RENTAL TO LANDLORD.

A. As base annual rental, Tenant hereby agrees to pay to the Landlord, in advance, an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) plus the direct cost of directors and officers liability insurance coverage each year commencing on the Commencement Date and continuing on the first day of January of each year thereafter during the Lease Term.

B. Tenant hereby agrees to assume all the liabilities of the Landlord set forth in the most recent financial statements of the Landlord, including, without limitation, the liabilities of Landlord under that certain Master Trust Indenture dated as of August 1, 1993 (the "Master Indenture") among Landlord, as Agent, Landlord, as sole member of the Obligated Group created thereby, and First Union National Bank of South Carolina, as Master Trustee, under Supplemental Indentures No. 1, No. 2 and No. 3 under the Master Indenture and under the 1993 Master Notes (as each of such terms are defined in such documents).

4.02 LEASE PAYMENTS TO COUNTY.

A. Tenant hereby agrees to pay to the County, or pay for the benefit of the County rental payments equal to the sum of the following:

(1) Tenant agrees to pay to County the sum of One Million Six Hundred Ninety-three Thousand Dollars (\$1,693,000) each year, commencing on October 1, 1996, and continuing on the first day of each October thereafter during the remainder of this Lease Term and any renewals thereof.

(2) An amount, on or before October 1 of each year, equal to the County's annual assessment for the Medically Indigent Assistance Program ("MIAP") or any successor program, as determined each year by the State of South Carolina (\$1,107,575 for FY 1996-97).

(3) The sum of One Hundred Fifty Thousand Dollars (\$150,000), on or before October 1 of each year, for community-based primary care clinics and programs as determined by the County Council.

(B) Tenant will assume responsibility for the cost of administering the County's indigent care fund by hiring those current County employees involved in such program (approximately 3.5 full-time equivalent employees ["FTE"]).

(C) Neither the Landlord nor Tenant will request any further payments from the County for the direct payment of Indigent Patient (including county prisoners) hospital bills from the County during the Lease Term and any renewals thereof. This currently amounts to approximately \$650,000 (FY 1996-1997).

4.03 "NET" LEASE PAYMENTS. It is intended that the lease payments provided for in this Lease, as adjusted from time to time, shall be absolutely net to Landlord and the County (as applicable) throughout the Lease Term, and Tenant accordingly covenants and agrees to pay, as they become due and payable, separate and apart from rental payments due under Sections 4.01 and 4.02 hereof, all taxes, insurance, water, sewer, utilities, costs and other expenses related to the operation, management, maintenance, and improvement of the System and/or Leased Premises, without limitation. All such payments shall be free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off, except as otherwise expressly provided in this Lease, and under no circumstances or conditions

shall Landlord or the County be expected or required to make any payment of any kind or be under any other obligation or liability under this Lease.

4.04 ADDITIONAL RENTAL. Tenant hereby agrees to pay all Additional Rental as provided herein to Landlord and/or the County (as applicable) at such time as such Additional Rental is due and payable as required under this Lease. Tenant also hereby agrees to pay interest on Additional Rental, from the date due until the date paid, at the rate published in The Wall Street Journal as the "Prime Rate" as the same may be changed from time to time. If such rate is not published with respect to any time period that such rate would be applicable, then the parties shall agree on a substitute rate or index that is functionally equivalent to such "Prime Rate."

4.05 LANDLORD'S USE. Subject to reasonable scheduling requirements, Tenant shall make available appropriate conference rooms and offices for use at no charge in connection with meetings of the Board, committees of such Board, the Board of Directors of any Foundation directly benefitting Landlord or the System or the Board of Directors of any other entity affiliated with Landlord, or for other reasonable uses by officers of Landlord, any such foundation or affiliated entity. Upon request from Landlord, Tenant will also provide, at no charge, reasonable refreshments and/or meals, as may be appropriate for any such meeting.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF TENANT

5.01 FINANCIAL REPORTS. The Tenant will deliver and provide to the Landlord and to the County its independently audited financial statements, including balance sheets, income statements and statement charges and financial conditions within One Hundred and Fifty (150) days after the close of each fiscal year. All such financial statements shall be certified by a certified public accounting firm, licensed to do business in the State of South Carolina and selected by Tenant.

5.02 REPRESENTATIONS AND WARRANTIES. Tenant hereby represents and warrants to, and covenants and agrees with, the Landlord and the County, as of Closing, that:

(A) **Existence; Power; Qualification.** Tenant is a non-profit corporation duly organized, validly existing and in good standing under the Laws of the State of South Carolina. Tenant has all requisite corporate power to own and operate its properties and to carry on its business as now conducted and is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is necessary or desirable in order to carry out its business as presently conducted. As of the date of this Lease, Tenant does not have any subsidiaries, and Tenant is not a member of any partnership or joint venture. Attached hereto as Exhibit F is a true and correct copy of the Articles of Incorporation and By-Laws of the Tenant.

(B) **Valid and Binding.** Tenant is duly authorized to make and enter into this Lease and to carry out the transactions contemplated herein. This Lease has been duly executed and delivered by Tenant and is a legal, valid and binding obligation of Tenant, enforceable in

accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws or equitable principles relating to or limiting creditors' rights generally.

(C) **No Violation**. The execution, delivery and performance of this Lease by the Tenant and the consummation by the Tenant of the transactions hereby contemplated shall not result in any breach of, or constitute a default under, or result in the acceleration of, or constitute an event which, with the giving of notice or the passage of time, or both, could result in default or acceleration of any obligation of the Tenant under any contract, mortgage, lien, lease, agreement, instrument, franchise, arbitration award, judgment, decree, bank loan or credit agreement, trust indenture or other instrument to which the Tenant is a party or by which the Tenant may be bound or affected and do not violate or contravene any law, order of any court, or regulation of any public body.

(D) **Consents and Approvals**. Except as already or reasonably expected to be obtained in the ordinary course of business, no consent or approval or other authorization of, or exemption by, or declaration or filing with, any Person and no waiver of any right by any Person is required to authorize or permit or is otherwise required as a condition of the execution, delivery and performance of Tenant's obligations under this Lease or as a condition to the validity (assuming the due authorization, execution and delivery by the Landlord and the County of this Lease).

(E) **No Liens or Insolvency Proceedings**. There are no actions, suits, investigations or proceedings including, without limitation, outstanding federal or state tax liens, garnishments or insolvency or bankruptcy proceedings, pending or, to the best of the Tenant's knowledge and belief, threatened:

(i) against or affecting the Tenant, which if adversely resolved, would materially adversely affect its ability to perform its obligations under this Lease; or

(ii) which involve or affect the validity, priority or enforceability of this Lease, at law or in equity, or before or by any arbitrator or governmental authority.

5.03 AFFIRMATIVE COVENANTS. The Tenant covenants and agrees that throughout the Lease Term, and any periods thereafter, that the Tenant remains in possession of the Leased Premises:

(A) **Maintenance of Existence.** The Tenant shall keep in effect its existence and rights as a non-profit corporation under the laws of the State and its right to own property and transact business in the State.

(B) **Books and Records.** The Tenant shall cause to be kept and maintained accurate books of accounts in which complete entries will be made in accordance with generally accepted accounting principles reflecting all financial transactions of the Tenant.

5.04 NEGATIVE COVENANTS. The Tenant covenants and agrees that, throughout the Lease Term and such time as the Tenant remains in possession of the Leased Premises:

(A) **No Liens.** The Tenant will not directly or indirectly create or allow to remain, and will promptly discharge at its expense, any lien or claim upon or against the Landlord's or the County's interest in the Leased Premises, excluding (1) this Lease and any permitted subleases, (2) the Permitted Encumbrances, (3) liens which are consented to in writing by the Landlord, (4) liens for those taxes of the Landlord which the Tenant is not required to pay hereunder, (5) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either

not yet due or being contested in strict compliance with the terms and conditions hereof, (6) liens for assessments which are either not yet due and payable or which are in the process of being contested in strict compliance with the terms and conditions hereof.

5.05 AFFIRMATIVE OBLIGATIONS. During the Lease Term, the Tenant covenants and agrees to continuously operate in Richland County, an acute-care, tertiary hospital.

ARTICLE VI

OTHER COSTS AND CHARGES

6.01 OPERATING EXPENSES. Tenant shall, as Additional Rent, during the term of this Lease, pay all water, sewer, electric, gas, telephone, heat and any other utility charges and/or communications charges for the Leased Premises, and any and all other taxes, costs, charges, usage fees and expenses of any and every kind and nature whatsoever assessed against the Leased Premises or any improvements thereon, or payable on account of the use thereof by Tenant. In the event any taxes, assessments, or usage fees of any nature are charged against the Leased Premises, the Tenant shall pay the same before the same become past due, subject to Tenant's right under Section 6.03 to contest the same.

6.02 INDEMNITY FOR REAL ESTATE TAXES. Tenant will not permit any lien or judgment for Real Estate Taxes (if any) to be enforced against the Leased Premises or any portion thereof. Tenant agrees to indemnify and save Landlord and the County harmless from the payment of Real Estate Taxes and any loss, cost, expense (including all penalties, interest and late fees, court costs and reasonable attorneys' fees and expenses), or liability ever incurred

or suffered by Landlord as a result of Tenant's failure to pay the Real Estate Taxes or any portion thereof in accordance with the provisions hereof.

6.03 TENANT'S RIGHT TO CONTEST. Tenant may, in good faith and at its sole cost and expense, contest the validity or amount of (a) the Real Estate Taxes attributable to the Leased Premises, and (b) any other taxes, charges, assessments, user fees or other amounts levied against Tenant's personalty, in which event the payment thereof may be deferred during the pendency of such contest. Nothing herein contained, however, shall be construed to authorize Tenant to allow or to permit any item for the payment of which Tenant is responsible to remain unpaid for such length of time as shall permit the Leased Premises, or any part thereof, to be subjected to a lien or to be sold by any city, county, state, or other governmental authority for the non-payment of same and Tenant shall be obligated to post any bonds or security required by applicable governmental authorities or reasonably required by County to ensure that no such lien or forfeiture occurs.

ARTICLE VII

ALTERATION, CONSTRUCTION, AND OWNERSHIP OF IMPROVEMENTS

7.01 ALTERATIONS AND IMPROVEMENTS. Tenant shall be entitled to make exterior and interior alterations or modifications in the Existing Improvements. Any alteration or improvement made to the Existing Improvements as well as any Additional Improvements shall be made in a good and workmanlike manner and in compliance with all valid laws, governmental orders, and building ordinances and regulations pertaining thereto, and shall not weaken the structural integrity of any of the Existing Improvements. Any Additional

Improvements shall be permanent accessions and shall stay with the Leased Premises upon expiration or termination of this Lease without charge or cost to the County or RMH. Further, said Additional Improvements shall not reduce the rents due hereunder. Tenant shall promptly pay and discharge all costs, expenses, and other liabilities which may arise in connection with or by reason of any alteration, construction, reconstruction, demolition, or other work on the Leased Premises, with the result that no lien or other encumbrance shall attach to the Leased Premises in connection with, or as a result of, any such work. Prior to commencing any project which is estimated to cost in excess of Five Million Dollars (\$5,000,000) (increased as of each anniversary of the Commencement Date to reflect increases in the Consumer Price Index ["CPI"]), Tenant shall post surety bonds or provide Landlord with other assurances reasonably acceptable to Landlord that all costs of that project will be fully paid as and when due.

7.02 TITLE TO ASSETS.

(A) The Leased Premises, and all Improvements thereon, shall be surrendered to and become the property of the County (in the case of all Hospital Land) or the "Board" (in the case of all Related Premises) upon the expiration or termination of the Lease Term, (and any renewal thereof) whether by expiration of time or otherwise as provided herein. Tenant will execute such bill of sale, deeds or other documentation, reasonably requested by the Landlord or the County to confirm such transfer of title upon the expiration or termination of the Lease Term or any renewal thereof.

(B) The parties to this Lease acknowledge that all revenues of the Tenant are derived from the operations of the System and the assets transferred and/or leased to the Tenant by Baptist, the Landlord and/or the County. The County and the Board are charged with the

responsibility of providing hospital services to the residents of Richland County. Unless the County and the Landlord otherwise agree in writing, upon the premature termination, cancellation or upon the expiration of this Lease, with respect to all of the Hospital Land described on Exhibit A, the Tenant shall convey to the Board, by an Assignment and Bill of Sale, all of the Tenant's right, title and interest in and to the movable equipment, furnishings, fixtures, inventory, supplies and prepaid expenses necessary to continue the operations conducted on such Hospital Land in compliance with all licenses, permits and certifications then in place such that the County and the Board may continue the provision of health care services provided on such Hospital Land. The Tenant shall also transfer to the County and/or the Board copies of all books and records relating to the Tenant's provision of such services.

7.03 REPAIRS AND MAINTENANCE. Tenant covenants and agrees that it shall, at its own cost and expense, maintain the Leased Premises and all Improvements thereon and make all repairs of whatever kind and nature, foreseen or unforeseen, as may be required to keep the Leased Premises, all Improvements thereon, and fixtures therein in good condition and repair. Tenant, at its sole expense, shall be solely responsible to keep the whole and every part of the Leased Premises in good repair and shall deliver up the Leased Premises to the County and the Landlord (as applicable) at the expiration or termination of the Lease Term, in good condition, reasonable wear and tear excepted. Both the County and Landlord shall have the right to demand Tenant to maintain the Leased Premises and make any repairs which are reasonable and necessary.

7.04 INSPECTION. Both the County and Landlord, or their respective designees, shall have the right, at their option, and for their sole benefit, to inspect the Leased Premises at reasonable times, in a manner not to interfere with the Tenant's operations of the System, to ascertain whether the Leased Premises are being kept in a proper state of repair; however, neither the County nor Landlord assumes any obligation hereunder to inspect the Leased Premises, to supervise the maintenance and repairs carried out by the Tenant, or to assure that any repairs demanded by the Landlord or the County are properly or timely made. In the event Tenant fails to maintain the Leased Premises or fails to make such repairs in a timely manner, Landlord reserves the right to enter the Leased Premises for the purposes of maintenance and making such repairs at Tenant's expense. Tenant shall reimburse Landlord upon demand for all such costs and expenses related to maintenance and repairs, and such obligation shall constitute an item of Additional Rent under this Lease.

ARTICLE VIII

INDEMNIFICATION

Tenant covenants and agrees, at its sole cost and expense, to indemnify and save harmless Landlord, the County, members of County Council, members of the Board, their successors, assigns, employees and agents from and against any and all claims, damages, liabilities, causes, actions, costs or expenses (including reasonable attorneys' fees and court costs) asserted against any such indemnitee by or on behalf of any Person arising from the Tenant's (or the Tenant's employees, assignees, sublessees, invitees or licensees) occupation, use, possession, conduct, maintenance, repair, construction or alteration of, operation, or management of the System and/or Leased Premises, or from any work or thing whatsoever done in and about, the Leased

Premises during the Lease Term (other than those solely resulting from grossly negligent acts or willful misconduct of any such indemnitee). Tenant further agrees to indemnify and save Landlord, the County, members of County Council, members of the Board, their successors, assigns, agents, employees and representatives harmless from and against any and all claims, damages, liabilities, causes of actions, costs or expenses (including reasonable attorney's fees and court costs) asserted against such indemnitees arising from any condition of the Leased Premises, or arising from any breach or default on the part of Tenant (or the Tenant's employees, assignees, sublessees, invitees or licensees) to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its officers, directors, agents, contractors, servants, employees, or licensees, or arising from any action, injury, or damage whatsoever caused to any Person, including any subleases of Tenant (other than those that directly or indirectly result from any grossly negligent acts or willful misconduct of any such indemnitee. This Article shall survive the termination or expiration of this Lease for a period of seven (7) years.

ARTICLE IX

DEFAULT, SURRENDER, AND RE-ENTRY

In the event: (a) the lease payments specified in Article IV are not paid at the time and place when and where due; (b) the Tenant fails to comply with any other material term, provision, condition, or covenant of this Lease or the Operating Agreement and does not cure or substantially commence to and diligently pursue to cure such failure within Ninety (90) days after written notice by Landlord or the County to the Tenant of such failure to comply (provided, no such right to cure shall exist with respect to any default that cannot be cured); (c)

any petition is filed by or against Tenant under any section or chapter of the U.S. Bankruptcy Code, as amended, and the same is not vacated or withdrawn within One Hundred Eighty (180) days after the filing thereof; (d) Tenant becomes insolvent; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for all or a substantial part of the Tenant's assets; the Landlord or the County shall have the option to do any of the following:

(A) Terminate this Lease, in which event Tenant shall immediately surrender and vacate the Leased Premises. As liquidated damages, Tenant agrees to continue to provide health care and medical services to Indigent Patients in accordance with Section 3.06 of this Lease for the unexpired portion of the original Lease Term and any renewals.

(B) Enter the Leased Premises and re-let all or a portion of the Leased Premises, and receive the rent therefor.

(C) The Tenant shall have no right to a refund or pro ration of any rent paid under Article IV upon the termination of this Lease.

ARTICLE X

REMOVAL OF TENANT'S PERSONAL EFFECTS

Subject to Tenant's obligation under Section 7.02(B), if the Tenant shall not remove any of its remaining personal property from said Leased Premises at any expiration or termination of this Lease, Landlord may, at its option, remove all or part of said personalty in any manner that Landlord shall choose and store the same without liability to Tenant for loss thereof. Tenant shall be liable to Landlord for all expenses incurred in such removal and also storage of said personalty. Tenant shall pay all such costs and expenses upon demand, and such payments shall constitute Additional Rental under this Lease. If said personalty are not claimed within three

(3) months after expiration or termination of the Lease and storage costs have not been paid, Landlord may cause said personalty to be sold to satisfy the costs. Any surplus shall be remitted to Tenant. Upon any expiration or termination of this Lease, wherein Tenant shall be liable in any amount to Landlord, the Landlord shall have a lien upon and security interest in the personal property and effects of Tenant for any amounts due under this Lease, including the expenses of removal, storage and sale.

ARTICLE XI

OBLIGATIONS OF THE COUNTY AND THE LANDLORD

11.01 WARRANTY OF TITLE.

(A) The County warrants and represents that the Hospital Land is owned by County in fee, free and clear of all liens, restrictions, and encumbrances, other than those set forth on Exhibit D-1 attached hereto and made a part hereof and that County has the legal right to make and enter into this Lease.

(B) The Landlord warrants and represents that the Related Premises are owned in the name of the RMH in fee, free and clear of all liens, restrictions, and encumbrances, other than those set forth on Exhibit D-2 attached hereto and made a part hereof and that the Board and County, together, have the legal right to make and enter into this Lease.

11.02 QUIET AND PEACEABLE POSSESSION. As long as the Tenant shall pay a rent and other amounts due under this Lease and shall comply with each of the Tenant's obligations hereunder, the County and the Landlord warrant to the Tenant the quiet and peaceable enjoyment and possession of the Leased Premises against the hinderance or

disturbance of any Person claiming by, through or under County and will, at the request of Tenant and at the expense of Tenant, take all necessary steps and actions in order to defend Tenant's quiet and peaceable possession and enjoyment of the Leased Premises from and against all claims of any Person claiming by, through or under County.

11.03 NO PLEDGE OF CREDIT. Neither this Lease nor the Operating-Agreement shall represent a pecuniary obligation or a debt of the County or of the Landlord within the meaning of any constitutional or statutory limitation. The full faith, credit and taxing power of the County are not pledged to the performance of any obligations of the Landlord or the Tenant under this Lease, under the Operating Agreement or under any other document or agreement relating thereto.

ARTICLE XII

INSURANCE

12.01 UNINSURED CASUALTY. In case of damage to, or destruction of, a Material Portion of the Improvements by Uninsured Casualty during the Lease Term, Tenant may, at its option, by written notice to Landlord given within Sixty (60) days of said Uninsured Casualty, terminate this Lease. In the absence of giving such notice, Tenant shall diligently repair and restore the Improvements to substantially their condition before such casualty in accordance with the provisions hereof. For purposes of this Lease, a Material Portion of the Improvements shall be deemed to mean that Twenty-Five percent (25%) or more of the Improvements have been damaged to the extent that such portion is not usable and, without the damaged portion of the Improvements, Tenant cannot operate the Hospital in substantially the same manner in which

the Hospital was operated prior to the occurrence of the Uninsured Casualty, as the case may be.

12.02 INSURED CASUALTY. In the event of any damage to, or destruction of, all or any portion of the Improvements during the Lease Term relating to an Insured Casualty, this Lease shall not terminate, and Tenant shall promptly commence, and diligently pursue to completion, the repair and restoration of all Improvements to substantially the same condition, size, configuration and function as existed prior to such Insured Casualty.

12.03 LIABILITY INSURANCE. Tenant agrees to maintain, at all times during the term of this Lease, comprehensive general public liability insurance, in commercially reasonable amounts, in which both the County and the Landlord, as their interests may appear, shall be named as additional insureds. All insurance policies required by this provision shall be obtained by Tenant at Tenant's expense and shall provide for at least Thirty (30) days' written notice to the Landlord and the County before cancellation or modification.

12.04 PROPERTY AND BUSINESS INTERRUPTION INSURANCE.

(A) Tenant agrees to obtain and maintain at all times during this Lease, at Tenant's sole cost and expense, for the benefit of both the County and the Landlord, as their interests may appear, "all risks" property insurance against fire, flood, earthquake, hurricane, tornado, wind, water and any other natural disaster, in an amount equal to the full replacement cost of all Improvements and, in any event, not less than an amount necessary to preclude the application of any requirement of co-insurance in the event of an Insured Casualty. All such property

insurance policies shall include a waiver of subrogation by the insured relinquishing all of its rights to proceed against County or RMH with respect to property damage covered by such insurance policy and shall provide for at least Thirty (30) days' written notice to Landlord and the County prior to cancellation or modification.

(B) Tenant shall also obtain and maintain business interruption insurance in, a commercially reasonable amount, to compensate Tenant for its losses during any period that the Improvements, or any portion thereof, cannot be used following the occurrence of a casualty, service interruption, governmental mandated shutdown or other similar event (to the extent available at standard commercial rates). All insurance policies required by this provision shall be obtained by Tenant at Tenant's expense and shall provide for at least Thirty (30) days' written notice to Landlord and to the County before cancellation or modification.

12.05 GENERAL PROVISIONS.

(A) All insurance required by this Article XII shall be evidenced by policies and issued by insurers who are licensed in the State of South Carolina and are otherwise reasonably satisfactory to Landlord and shall name County and the Landlord as additional insureds, as their interests may appear. All renewal binders or policies (and certificates evidencing the same) shall be delivered to Landlord not less than Sixty (60) days prior to the expiration of the policy or policies to be renewed. Copies of the original policy or policies of insurance, and certificates evidencing such insurance, shall be furnished to the Landlord by Tenant at or before the execution of this Lease. Copies of such binders and insurance policies shall be made available to the County upon request of the County Administrator.

(B) All property insurance policies required to be carried by Tenant under this Lease shall name County, the Landlord and Tenant as co-loss payees, as their interests may appear.

12.06 APPLICATION OF PROCEEDS OF CASUALTY INSURANCE. All proceeds payable pursuant to the provisions of any policies of property insurance shall be paid to Tenant and shall be applied for the following purposes:

(A) All proceeds shall first be used as a fund for the restoration and repair of that portion of the Leased Premises which have been destroyed or damaged. Such proceeds in such event shall be used and applied in satisfaction and discharge of the cost of the restoration of the destroyed or damaged Improvements to substantially the same condition, size, configuration and function as existed prior to such Insured Casualty.

(B) Said funds shall be paid out from time to time, by Tenant, to persons furnishing labor or materials, or both, including, but not limited to, architects' fees and contractor's compensation in the construction work.

(C) Any funds not disbursed and remaining after the completion of the restoration and repair work shall be retained by Tenant.

12.07 PREMIUMS. All premiums and charges for all of said insurance policies shall be paid by Tenant when due. If Tenant shall fail or neglect to make any payment when due, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount of the premium paid by Landlord shall be deemed Additional Rental and shall be repaid by Tenant promptly on demand.

12.08 RENEWAL OR NEW POLICIES. At least Sixty (60) days prior to the expiration of each such insurance policy, Tenant shall deliver to Landlord copies of a renewal policy or policies, binders or certificates evidencing the same which shall comply with all of the foregoing provisions, including, without limitation, prior notice of cancellation thereof being given by the insurance company to Landlord. In the event of the failure of Tenant to procure and deliver such renewal policy or policies within the time above prescribed, Landlord shall have the option to do so, in its sole discretion, and the premiums charged therefore shall be deemed Additional Rental and shall be paid promptly by Tenant on demand. Tenant shall, at all times prior to a loss thereon, be entitled to cause a surrender of any policy or policies of property insurance and to receive the allowable rebate of unearned premiums thereon, upon the condition, however, that Tenant first shall substitute a policy or policies in an equal or greater amount, issued by carriers and in form which complies with all of the provisions of this Article XII.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE OF TENANTS'S RIGHTS

13.01 ASSIGNMENT. Tenant shall not have the right, without the prior written consent of Landlord and the County, which consent may be granted or withheld for any reason or no reason, to sell, assign, mortgage, pledge, encumber or otherwise transfer (collectively "Assignment") this Lease or all or any portion of the Tenant's interest in the Leased Premises. In the event Landlord and County consent to any such Assignment, nothing herein contained shall be construed to release Tenant, and Tenant shall not be released, from any liability or obligation under this Lease as a result of any Assignment by Tenant of its rights hereunder.

Any Assignment of this Lease, or of the interest of Tenant hereunder (including any Assignment resulting from the operation of law) without full compliance with the foregoing shall be null and void and of no force and effect.

13.02 SUBLEASES. Tenant shall not have the right, without the prior written consent of Landlord, which consent may be granted or withheld by Landlord for any reason or no reason, to sublet the Leased Premises or any portion thereof except as herein provided. Notwithstanding the foregoing and without being subject to the aforementioned consent provisions, Tenant shall have the right, without the prior written consent of Landlord, to sublet portions of the Leased Premises for physician offices, ancillary medical and clinical services and customary retail uses and services including, without limitations, restaurants, pharmacies, gift shops, flower shops, card shops and similar commercial activities that are complementary and incidental to the operation of hospitals; provided that such subleases are singularly less than One Hundred Thousand (100,000) usable square feet; provided, further, that all leases or subleases previously entered into by the Landlord and/or the County with third parties on a portion of the Leased Premises shall be grandfathered so that this section shall not apply until after their expiration or termination.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

The County and the Landlord reserve the right to assign, from time to time, and at any time, their rights, individually and collectively, to the benefits, proceeds or rents from this Lease. All of the covenants, agreements, conditions, and stipulations herein contained which

inure to the benefit of, and are binding upon, a party shall also inure to the benefit of, and shall be jointly and severally binding upon, the permitted successors or assigns thereof.

ARTICLE XV

TENANT'S FAILURE TO PERFORM

15.01 NON-WAIVER. If Tenant shall at any time fail to maintain or deliver any of the insurance policies or certificates hereinabove provided for, or to make any other payment, or to perform any other act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any such obligations, effect any such insurance coverage and pay the premiums therefor, and make any other payment, or perform any other act on the part of Tenant to be made, done or performed as in this Lease provided, and, in exercising such rights, or any of them, pay necessary and incidental costs and expenses, including reasonable attorney's fees, penalties and interest. Amounts so paid by Landlord shall be payable by Tenant to Landlord, on demand, or at its option, may be added to any rent then due or to become due, and the same may be collected by Landlord as Additional Rental, with all the rights and remedies provided in the case of default on account of nonpayment of the rent.

ARTICLE XVI

CONDEMNATION

16.01 ENTIRE TAKING. If a Material Portion, as defined in Section 12.01 hereof, of the Leased Premises shall be taken in condemnation proceedings, the Tenant shall have the option to terminate this Lease as of the date of Taking. If the Tenant elects to terminate, the

lease payments provided for herein shall be pro rated and paid to the date of such termination. Such election to terminate shall be made within Sixty (60) days after the Taking and notice thereof given, in writing, to the Landlord and the County.

16.02 PARTIAL TAKING. If less than a Material Portion of the Leased Premises shall be taken in condemnation proceedings, this Lease shall not terminate, and Tenant shall be obligated to restore the Improvements as nearly as possible to the condition that existed prior to such taking (including, to the extent possible, to the same condition, size, configuration and function) to the extent proceeds of the condemnation award are available therefor, and there shall be no abatement or reduction of lease payments following such Taking. Any such restoration shall be governed by the same requirements and procedures which govern Tenant's restoration following an Insured Casualty, as set forth in Section 12.02(B) and 12.06.

16.03 APPLICATION OF AWARD FOR FULL TAKING. If this Lease shall terminate, pursuant to the provisions of Section 16.01, the County's and Landlord's share of the condemnation award, together with any separate award to Tenant, shall be apportioned and paid in the following order of priority:

(A) There shall be first paid any and all reasonable expenses, charges, and fees, including reasonable attorneys's fees and expenses incurred in collecting the award.

(B) Tenant shall be entitled to receive an amount equal to the reasonable fair market value of any Additional Improvements constructed by Tenant during the Lease Term less the value of Landlord's remainder interest therein.

(C) County shall then be entitled to receive an amount equal to the reasonable market value of the Hospital Land, the reasonable market value of any Existing Improvements thereon still in existence at the time of Taking, and the reasonable market value of County's remainder interest in any Additional Improvements.

(D) Landlord shall be entitled to receive an amount equal to the reasonable market value of the Related Premises, the reasonable market value of any Existing Improvements thereon still in existence at the time of Taking, and the reasonable market value of RMH'S remainder interest in any Additional Improvements.

16.04 APPLICATION OF AWARD IN PARTIAL TAKING. If it is determined, pursuant to the provisions of Section 16.02, that less than a Material Portion of the Leased Premises have been taken, this Lease shall not terminate, the lease payments shall not be reduced and Tenant shall promptly commence and proceed with reasonable diligence to repair, replace or reconstruct the Improvements to a complete architectural unit or units as nearly identical to that which existed prior to the Taking as reasonably possible (including, to the extent possible, to substantially the same condition, size, configuration and function as existed prior to the Taking) to the extent proceeds of the condemnation award are available therefor. The parties' respective shares of the award in condemnation proceedings for any partial taking where repair or reconstruction is undertaken, together with any separate award to Tenant, shall be apportioned and paid in the following order of priority:

(A) There shall be first paid any and all reasonable expenses, charges, and fees, including reasonable attorneys' fees and expenses incurred by Landlord and the County in collecting the award.

(B) The remaining proceeds of the awards shall be delivered to Tenant and used as a fund for the restoration and repair of the Improvements to a complete architectural unit or units as required above. Such proceeds shall be held by Tenant and shall be paid out from time to time to persons furnishing labor or materials, or both, including architects furnishing labor or materials, or both, and including architects' fees and contractor's compensation in such restoration work.

(C) Any funds not disbursed and remaining after the completion of the restoration and repair work shall be retained by Tenant.

16.05 TEMPORARY POSSESSION. If any right of temporary possession or occupancy of all or any portion of the Leased Premises shall be obtained by any competent authority in the exercise of the power of eminent domain, the foregoing provisions of this Article shall be inapplicable thereto and this Lease shall continue in full force and effect without reduction or suspension of lease payments, and Tenant shall be entitled to make claim for and recover any award or awards, whether in the form of rental or otherwise, recoverable in respect of such possession or occupancy. The award shall be paid to Tenant; provided that if any portion of the award is intended to cover the cost of restoring the Leased Premises to the condition they were in prior to such temporary possession or occupancy or to make any repairs occasioned by or resulting from such possession or occupancy, such portion shall be so applied.

16.06 CONSENT TO SETTLEMENT.

(A) Tenant shall have primary responsibility for dealing with the condemning authority in the condemnation proceedings, but Tenant shall not make any settlement with the condemning

authority nor agree to convey, the whole or any portion of the Hospital Land or Improvements thereon to such authority in lieu of condemnation without first obtaining the written consent of County thereto.

(B) Similarly, Tenant shall not make any settlement with the condemning authority nor agree to convey, the whole or any portion of the Related Premises or Improvements thereon to such authority in lieu of condemnation without first obtaining the written consent of the Landlord and of the County thereto.

ARTICLE XVII

TERMINATION

(A) This Lease shall continue in full force and effect for the entire Lease Term and may only be terminated prior to the end of the Lease Term by either (a) a mutual agreement in writing by the County, the Landlord, and Tenant, (b) in accordance with the termination provisions of such other documents executed by and between the County, the Landlord, and Tenant to the extent, and only to the extent, such documents expressly provide for the termination of this Lease, or (c) in accordance with the termination provisions of Article IX, Section 12.01 or Section 16.01. Notwithstanding any termination of this Lease, the provisions of Article VIII will continue in force for the period set forth therein.

(B) If requested by the County or the Landlord, Tenant shall, upon expiration or termination of this Lease, execute and deliver to the County and/or the Landlord, as applicable, an appropriate release, in form proper for recording, of all Tenant's interest in the Hospital Land and Related Premises, as applicable, and upon request of Tenant following expiration or termination of this Lease in accordance with its terms, the County and the Landlord will execute

and deliver a written cancellation of Lease in proper form for recording; provided that in no event shall any such release, cancellation, or termination constitute a release or relinquishment by either party of its rights against the other party for any amounts payable by such other party under the terms of this Lease.

ARTICLE XVIII

MERGER

There shall be no merger of this Lease or the leasehold estate created hereby with the fee estate in and to the Leased Premises by reason of the fact that this Lease, the leasehold estate created thereby or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in and to the Leased Premises, or any portion thereof, and no such merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in this Lease, the leasehold estate including the holder of any mortgage upon the fee estate in and to the Leased Premises, shall join in a written instrument effecting such merger.

ARTICLE XIX

ARBITRATION

19.01 INTENT. It is the firm and express intention of the parties to resolve any disputes without resorting to litigation in order to protect the business and affairs of the System. All disputes arising in connection with this Lease, or any breach or claimed breach thereof, shall be settled amicably by good faith discussion and negotiation among the parties and, failing such

amicable settlement, finally determined exclusively by binding arbitration in accordance with the provisions herein.

19.02 NOTICE. Either Tenant, the County or Landlord may initiate arbitration by serving a notice upon the other. The notice shall state in summary form the issues in dispute in a manner that reasonably may be expected to apprise the other party of the nature of the controversy and the particular damage, injury or relief claimed. The party receiving the notice shall answer, in writing, within Fifteen (15) days and include in such response a summary of any additional issues known or believed to be in dispute by such party, described in a manner that reasonably may be expected to apprise the other party of the nature of the additional issues in controversy and the particular damage, injury or relief claimed.

19.03 SELECTION OF ARBITRATORS. The Landlord, the County and Tenant shall each select an arbitrator in accordance with the rules of the American Arbitration Association within Thirty (30) days of the demand for arbitration ("Selection Period"). If the parties are unable to agree on an arbitrator within the Selection Period, then each party shall select an arbitrator within Fifteen (15) days of the end of the Selection Period. If any party refuses or otherwise fails to select its arbitrator within such Fifteen- (15) day period, the party thereby waives its right to do so, and the sole selected arbitrator shall select an arbitrator for such party, or if Two (2) arbitrators have been selected, the Two (2) selected arbitrators shall then select a third arbitrator within an additional Fifteen- (15) day period. If the two selected arbitrators are unable to agree upon appointment of the third arbitrator within the Fifteen- (15) day period,

any party may make application to the American Arbitration Association for appointment of a third arbitrator located in the State of South Carolina.

19.04 COOPERATION OF PARTIES. If more than one arbitrator is appointed, the arbitrators shall cooperate to avoid unnecessary expense and to accomplish the speedy, effective and fair disposition of the disputes at issue. The arbitrator or arbitrators shall have authority to conduct conferences and hearings in accordance with the South Carolina Rules of Evidence then in effect, hear arguments of the parties, and take the testimony of witnesses. All witnesses will be made available for cross-examination by the parties. The arbitrators may order the parties to exchange information or make witnesses available to the other parties prior to any arbitration hearing, all in accordance with the South Carolina Rules of Civil Procedure as then in effect or otherwise by mutual written consent of the parties.

19.05 JUDGMENT. The arbitrator or arbitrators shall render an award (by majority determination if more than one arbitrator is appointed) and written decision stating the reasons in support thereof within Ninety (90) days of the demand for arbitration. Such decision will be supported by the preponderance of the credible evidence presented. Judgment upon the award rendered by the arbitrators may be entered in any Court or record of competent jurisdiction.

19.06 CONFIDENTIALITY. For so long as the award of the arbitrators has not become a matter of public record, the decision of the arbitrators shall be binding and conclusive on the parties, and shall be kept confidential by the parties to the greatest extent possible. No disclosure of the decision shall be made except to the extent required by law (including

subpoena, Freedom of Information Act request, or other enforceable process) or as necessary or appropriate to effect its enforcement. If a party receives a subpoena, discovery demand, Freedom of Information Act request or other enforceable process requiring the disclosure of any such decision, the party receiving the same shall advise the other parties of such receipt.

19.07 RULES. To the extent not inconsistent with the provisions of this Agreement, the rules of the American Arbitration Association shall apply.

19.08 EXPENSES. Each party shall bear its own expenses of arbitration regardless of the determination on the merits.

19.09 APPLICATION OF THIS ARTICLE. The arbitrator or arbitrators shall be advised of all the provisions of this Article XIX.

ARTICLE XX

DOCUMENT CONSTRUCTION

Where appropriate, the reference herein to any gender, whether masculine, feminine, or neuter, shall include the other genders, and the reference herein to the singular number shall include the plural and vice versa.

ARTICLE XXI

RELATIONSHIP OF LANDLORD AND TENANT

This contract shall create the relationship of landlord and tenant. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this Paragraph.

ARTICLE XXII

COVENANTS TO BIND SUCCESSORS

The terms "County" and "Landlord" shall include the undersigned parties and their respective successors and assigns, as permitted by Article XIV.

ARTICLE XXIII

MODIFICATIONS

This Lease can only be modified by a written agreement duly signed by authorized representatives of the County, RMH, and Tenant, and variances from or addition to the terms and conditions of this Lease in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Lease; and the parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

ARTICLE XXIV

WAIVER

Any waiver by any party of any breach or any term or condition hereof shall be effective only if in writing, and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition of this Lease.

ARTICLE XXV

CUMULATIVE REMEDIES

All rights and remedies of a party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a party at law or equity.

ARTICLE XXVI

VENUE AND JURISDICTION

Subject to mandatory arbitration provided herein, the parties hereby submit to the venue and jurisdiction of the courts in the State of South Carolina (federal and state), irrevocably consent to personal jurisdiction of such courts, and further agree that service of process upon any party hereto may be effected pursuant to the United States mail.

ARTICLE XXVII

ATTORNEY'S FEES

If it is necessary for Landlord and/or the County to employ attorneys for the collection of amounts payable hereunder, all costs and expenses incident to such collection, including

without limitation, reasonable fees of such attorneys, shall be added to the amount payable hereunder as Additional Rent and shall be collected as a part thereof.

ARTICLE XXVIII

NOTICES

Any notice, request, approval, consent, demand or other communication shall be effective upon the first to occur of the following: (a) upon receipt by the party to whom such notice, request, approval, consent, demand or other communication is being given; or (b) Three (3) business days after being duly deposited in the United States mail, certified or registered, return receipt requested, and addressed as follows:

RICHLAND COUNTY: County Administrator
Richland County
2020 Hampton Street
Columbia, South Carolina 29201

RMH: Chairman of the Board
Richland Memorial Hospital
3 Richland Medical Park
Columbia, South Carolina 29203

TENANT: Chief Executive Officer
BR Health System, Inc.
3 Richland Medical Park
Columbia, South Carolina 29203

The parties hereto may change their respective addresses by notice in writing given to the other party to this Lease.

Any action to be taken or consent given hereunder shall be deemed to be properly authorized if performed by the following persons:

For the County, by the County Administrator or such other person authorized by resolution or ordinance of the County Council.

For the Landlord, by such person authorized by resolution of the Board.

For the Tenant, by the Chief Executive Officer.

ARTICLE XXIX

SEVERABILITY

If any provision or provisions of this Lease shall be held to be invalid, illegal, or unenforceable by a Court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE XXX

GOVERNING LAW

The construction and interpretation of this Lease shall at all times and in all respects be governed by the laws of the State of South Carolina.

ARTICLE XXXI

NO INFERENCE AGAINST AUTHOR

No provision of this Lease shall be interpreted against any party because such party or its legal representative drafted such provision, revised, or commented upon said provision.

ARTICLE XXXII

CAPTIONS AND HEADINGS

The captions and headings are inserted in this Lease for convenience only, and in no event shall they be deemed to define, limit, or describe the scope or intent of this Lease, or of any provision hereof, nor in any way affect the interpretation of this Lease.

ARTICLE XXXIII

COUNTERPARTS

This Lease may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same original.

ARTICLE XXXIV

FORCE MAJEURE

It is expressly understood and agreed that if the curing of any default or the performance of any other covenant, agreement, obligation (other than the obligation to make lease payments, pay Additional Rental or any other sum due under the Lease), or undertaking herein contained is delayed by reason of war, riots or civil commotion, acts of God, governmental restrictions or regulations, fire or other casualty, strikes, shortages of labor or material, or any circumstances beyond Tenant's control or beyond the control of the party obligated or permitted under the terms hereof to do or perform the same, regardless of whether or not any such circumstance is similar to any of those enumerated above, each such party shall be excused from doing or performing the same during such period of delay.

ARTICLE XXXV

ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. However, this Lease shall not be deemed to alter any provisions of the Operating Agreement, this Lease being consistent with its requirements, conditions, and covenants. This Lease shall not be deemed to extinguish or mitigate any payments which are owed to the County by the Landlord pursuant to the terms of any previous or other existing agreements between the County and the Landlord including, but not limited to, Loan Agreements relating to outstanding bond issues. The parties acknowledge that they have read this Lease, understand it, and agree to be bound by its terms and conditions. No failure of any party to exercise any power given hereunder, or to insist upon strict compliance by another of any obligation hereunder; and no custom or practice of the parties at variance from the terms hereof shall constitute a waiver of County's and/or RMH's rights to demand exact compliance with the terms hereof.

ARTICLE XXXVI

CERTAIN DEFINED TERMS

(A) "Additional Improvements" means all of the buildings, structures, fixtures and other improvements constructed or placed upon the Hospital Land or Related Premises as applicable after the Commencement Date and during the Lease Term.

(B) "Commencement Date" means the day that this Lease is effective for the initial term.

(C) "Condemnation Proceedings" means any action or proceeding brought for the purpose of any taking of the fee of the Hospital Land, Related Premises or the Improvements located thereon, or any part thereof, by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.

(D) "Existing Improvements" means all of the buildings, structures, fixtures and other improvements located on the Leased Premises as of the Commencement Date.

(E) "Foundation" means the Richland Memorial Hospital Foundation or the Richland Memorial Hospital Research & Education Foundation, as applicable.

(F) "Hospital" means the acute care, regional tertiary medical center known as Richland Memorial Hospital.

(G) "Hospital Land" means that certain tract of land described on Exhibits A and B attached hereto and made a part hereof with Improvements thereon.

(H) "Improvements" means the Existing Improvements and the Additional Improvements, as the context may require.

(I) "Insured Casualty" means any damage to, or destruction of, all or any portion of the Improvements during the Lease Term from a casualty that is required to be insured by the Tenant pursuant to Section 12.04 hereof.

(J) "Joint Operating Agreement" means the agreement executed by RMH and Baptist dated June ____, 1996.

(K) "Leased Premises" means the Hospital Land and the Related Premises including Improvements thereon.

(L) "Lease Term" means, collectively, the Initial Lease Term and each Renewal Term, if and to the extent applicable.

(M) "Permitted Encumbrances" means the liens and other encumbrances set forth on Exhibit D.

(N) "Person" means any person, corporation, limited liability company, partnership (general or limited), joint venture, association, trust, governmental entity or other business entity, agency, board, commission, entity or organization.

(O) "Real Estate Taxes" means any and all ad valorem taxes, special assessments, user fees and other governmental charges of any kind or character which may, at any time during the Lease Term, be assessed against the Leased Premises, or any part thereof, (including any taxes, assessments, or other governmental charges which may be levied or assessed against the Leased Premises, or any part thereof, in the future, whether similar or dissimilar to currently existing (or non-existing) ad valorem taxes, assessments, and governmental charges) and all fees in lieu of such charges lawfully imposed by any state, city, county, or municipal taxing authority having jurisdiction thereof.

(P) "Related Premises" means those portions of the Leased Premises which are not located on the Hospital Land, but which are being leased to Tenant as part of the Leased Premises by the Board and which are more particularly described on Exhibit C, including Improvements thereon.

(Q) "State" means South Carolina.

(R) "Taking" or "Taken" means the event and date of vesting of title to the fee of any portion of the Leased Premises, or any part thereof, pursuant to condemnation proceedings or under threat of such proceedings.

(S) "Uninsured Casualty" means damage to, or destruction of, all or any Material Portion of the Improvements during the Lease Term from a casualty that is not required to be insured by the Tenant pursuant to Section 12.04 hereof.

ARTICLE XXXVII

MEMORANDUM OF LEASE

The parties shall execute and deliver for recordation, at Tenant's expense, a memorandum of lease or, if applicable, a memorandum of modification of lease. Such document shall be for the purpose of providing public notice of the existence of this Lease or of a modification of this Lease, but neither party shall have any rights arising solely by virtue of such document.

IN WITNESS WHEREOF, Richland County, South Carolina, by and through the Chairperson and Secretary of the Richland County Council; the Board of Trustees of Richland Memorial Hospital, by its Chairman and Secretary; Richland Memorial Hospital, by its President and Chief Executive Officer, and Secretary; and BR Health System, Inc., by its President and Secretary, have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

Hope V. Nelson
Sharon L. White

Hope V. Nelson
Sharon L. White

**RICHLAND COUNTY, SOUTH CAROLINA
BY RICHLAND COUNTY COUNCIL**

BY: James Garden Fields

ITS: Chairperson

BY: Michelle Q. Cannon Finch

ITS: Secretary

THE BOARD OF TRUSTEES OF RICHLAND
MEMORIAL HOSPITAL

Frederic Crawford
Sandra C. Horne

BY: [Signature]
James H. Suddeth, Jr.
ITS: Chairman

Frederic Crawford
Thassi L. Phibbs

BY: Wallace Brown Sr.
Wallace Brown, Sr.
ITS: Secretary

RICHLAND MEMORIAL HOSPITAL

Frederic Crawford
Thassi L. Phibbs

BY: [Signature]
Kester S. Freeman, Jr.
ITS: President and Chief Executive Officer

Frederic Crawford
Thassi L. Phibbs

BY: Wallace Brown Sr.
Wallace Brown, Sr.
ITS: Secretary

BR HEALTH SYSTEM, INC.

Mcraig Garmey
Frederic Crawford

BY: Charles D. Beamon Jr.
ITS: President

Mcraig Garmey
Ben P. Groth

BY: Mary E. Clarkson
Assistant
ITS: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-written BR Health System, Inc., by Charles D. Gorman, Jr., its President, and by Mary E. Clarkson, its Secretary, sign, seal, and as its act and deed, deliver the Lease for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above, witnessed the execution thereof.

M. Craig Gorman
Witness

SWORN TO BEFORE ME this
9th day of February, 1998.

Frederic R. Crawford (L.S.)
Notary Public for South Carolina
My Commission Expires: 6-6-2001

EXHIBIT A
HOSPITAL LAND

EXHIBIT B
HOSPITAL LAND

EXHIBIT C
RELATED PREMISES

EXHIBIT D
RESTRICTIONS AND ENCUMBRANCES TO LEASED PREMISES

EXHIBIT E
EXISTING IMPROVEMENTS

EXHIBIT F
ARTICLES OF INCORPORATION AND BY-LAWS OF TENANT

Ground Lease attached hereto and made a part hereof as Schedule B ("the Ground Lease") and Landlord also desires to extend the term of the Lease to run concurrently with the term of the Ground Lease;

NOW, THEREFORE.

FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND DOLLARS (\$1,000) AND THE FOREGOING INCLUDING THE COMMITMENTS BY RICHLAND TO IMPLEMENT THE STRATEGIC PLAN, and also in consideration of the mutual covenants contained herein all good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. The only real property affected by this Amendment is the Affected Real Property;
2. Landlord consents to the Ground Lease as a sublease pursuant to Section 13.02 of the Lease;
3. The Lease is amended to provide that its term as to the Affected Real Property shall expire on the Expiration Date of the Ground Lease;
4. Tenant may encumber and permit encumbrances of the leasehold estate created by the Lease and of the estate created by the Ground Lease to permit the development and construction contemplated by the Ground Lease, but Tenant re-affirms that there will be no liens placed or permitted to remain upon Landlord's fee interest in the Affected Real Property;
5. In all other respects the terms and provisions of the Lease shall remain in full force and effect.
6. The parties shall execute and deliver for recordation, at Tenant's expense, a Memorandum of this Amendment to Lease for the purpose of providing notice of its

existence, but the Memorandum itself shall create no rights or duties.

IN WITNESS WHEREOF, this Agreement has been duly executed under seal by the parties hereto on the date first above written

WITNESSES:

Frederic Ostmann

Cam McCulloch
(As to Landlord)

LANDLORD:
BAPTIST HEALTH CARE SYSTEM OF
SOUTH CAROLINA, INC. (SEAL)

By: Charles D. Beaman Jr.

WITNESSES:

Henry P. Shepherd

Cam McCulloch
(As to Tenant)

TENANT:
PALMETTO HEALTH ALLIANCE (SEAL)

By: Charles D. Beaman Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND

PROBATE AS TO LANDLORD

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

Cam McCulloch
Witness

SWORN TO before me this

17th day of April 2002, 2001.

Henry P. Shephard (L.S.)
Notary Public for South Carolina

My Commission Expires: 03-17-08

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND

PROBATE AS TO TENANT

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

Cam McCulloch
Witness

SWORN TO before me this

30th day of May 2002, 2001.

Henry P. Shephard (L.S.)
Notary Public for South Carolina

My Commission Expires: 03-17-08

SCHEDULE A

052902(f:\palmettonw\desc)

EXHIBIT "B"

PARCEL 1: LEASEHOLD PARCEL

That parcel of land situate in Richland County, South Carolina, being shown and designated as Lease Parcel containing 0.96 acre on Plat Prepared for Palmetto NW, LLC by Cox and Dinkins, Inc. dated May 24, 2002 (the "Plat"), said plat being incorporated herein by reference, said property being more particularly described as follows:

To find the Point of Beginning commence at a rebar at the northernmost corner of the sight area for the intersection of the southern margin of the right-of-way of Newberry Avenue (S.C. Hwy. No. 60) and the eastern margin of the right-of-way of Parkridge Drive and run S64°53'15"W for 197.14 feet to a rebar at the westernmost corner of the property which is the Point of Beginning. Thence from the POINT OF BEGINNING, turning and running along property designated as Vacant Lot from rebar to rebar as follows: S18°06'50"W - 94.57 feet; in a curve to the right having a radius of 66.78 feet, an arc distance of 98.71 feet, the chord of which runs S71°16'57"W - 89.97 feet; S18°06'50"W - 103.79 feet; S25°30'18"W - 31.09 feet; N71°53'10"W - 168.26 feet; N18°06'48"E - 34.34 feet; S71°53'10"E - 57.93 feet; N18°06'50"E - 82.25 feet; N71°53'10"W - 20.67 feet; N18°06'50"E - 30.00 feet; S71°53'10"E - 20.67 feet; N18°06'50"E - 93.43 feet; S71°52'25"E - 65.72 feet; N18°06'50"E - 43.12 feet; S71°53'10"E - 120.62 feet to the Point of Beginning.

PARCEL 2: EASEMENT PARCEL

That parcel of land situate in Richland County, South Carolina, being shown and designated on the Plat as Vacant Lot containing 6.61 acres and being more particularly described as follows:

BEGINNING at a rebar at the northernmost corner of the property at the northernmost corner of the sight area for the intersection of the southern margin of the right-of-way of Newberry Avenue (S.C. Hwy. No. 60) and the eastern margin of the right-of-way of Parkridge Drive and running along said sight area S26°47'10"E - 24.33 feet to a rebar; thence turning and running along Parkridge Drive from rebar to rebar as follows: S18°04'29"W - 16.98 feet; in curve to the left having a radius of 358.08 feet, an arc distance of 315.94 feet, the chord of which runs S07°12'08"E - 305.79 feet; thence turning and running along property Now or Formerly Baptist Healthcare System of South Carolina, Inc. from rebar to rebar as follows: S64°07'11"W - 455.25 feet; in a curve to the right having a radius of 96.00 feet, an arc distance of 143.20 feet, the chord of which runs N73°58'26"W - 130.28 feet; N31°14'31"W - 132.71 feet; N08°38'36"W - 393.60 feet; N18°06'50"E - 179.05 feet; thence turning and running along Newberry Avenue as follows: S81°25'02"E - 33.72 feet to a rebar; S71°53'10"E - 273.84 feet to a rebar; S76°11'43"E - 200.42 feet to a concrete monument; S67°38'05"E - 80.94 feet to the Point of Beginning. LESS AND EXCLUDING PARCEL 1.

SCHEDULE B

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) GROUND LEASE

THIS GROUND LEASE (this "Lease") dated as of May 1, 2002, by and between PALMETTO HEALTH ALLIANCE, a South Carolina non-profit corporation located in Columbia, South Carolina ("Landlord") and PALMETTO NW, LLC, a South Carolina limited liability company ("Tenant").

This Lease is entered into upon the basis of the following facts, understandings and intentions of the parties:

A. Landlord is a public benefit corporation under the laws of the State of South Carolina, exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose charitable purposes include the provision of quality health care in a cost-effective manner in settings appropriate to patient and payor needs, the provision of health care facilities that include outpatient care, and the establishment and maintenance of hospital/physician relationships that work cooperatively in Landlord's hospitals.

B. Under that certain lease (as amended from time to time, the "BHS Lease") dated as of February 9, 1998, as amended November 23, 1998 and November _____, 2001 by and between Baptist Healthcare System of South Carolina, Inc. (collectively with its successors in interest as lessor under the BHS Lease, "BHS") and Landlord, Landlord is the lessee of an undeveloped tract of real property containing approximately 20.861 acres located at the intersection of Highway 60 and Parkridge Road in the City of Columbia, County of Richland, South Carolina (described on Exhibit "A" hereto and hereinafter referred to as the "Land"). Landlord also owns property adjacent to the Land and desires for the Land to serve as part of a medical campus complex to improve the efficiency and delivery of patient care services.

C. Landlord desires to sublease to Tenant that certain portion of the Land designated for construction of one building (the "Building") to be known as "Palmetto Health Northwest Medical Center" containing approximately 90,000 square feet of space, to be used for medical offices, an ambulatory surgery center, and other uses established by Landlord (the "Ground Leased Premises"). In addition to the Ground Leased Premises, Tenant shall be granted non-perpetual non-exclusive easements for access and parking (the "Non-Exclusive Easements") on the terms and conditions stated hereinafter. Tenant desires to sublease the Ground Leased Premises and acquire the Non-Exclusive Easements from Landlord in order for Tenant to cause the construction of, and own and manage, the Building for the purposes specified herein (the "Project"). The Ground Leased Premises and the Non-Exclusive Easements for access and parking are legally described on Exhibit "B".

D. Landlord and Tenant agree that the rental of the Ground Leased Premises under this Lease (including the calculation of Rent, as such term is defined hereinafter, due under this Lease) is in no way dependent upon, tied to, or related to the volume or value of referrals to the Landlord.

E. The parties desire to establish the terms and conditions of the Lease to fulfill the foregoing objectives.

NOW, THEREFORE, in consideration of the rent to be paid, the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE I - DEMISE AND GRANT

Section 1.01. Ground Leased Premises. Landlord, for and in consideration of the rents, covenants and conditions herein set forth, does hereby sublease to Tenant, and Tenant does hereby sublease from Landlord, the Ground Leased Premises, subject to the terms, conditions and provisions hereof.

Section 1.02. Non-Exclusive Easements. Landlord, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby grant to Tenant, and Tenant does hereby take from Landlord, the Non-Exclusive Easements on the following terms and conditions:

(a) The Non-Exclusive Easements shall permit Tenant, any tenant or subtenant in the Project, and their respective patients, employees, officers, and other invitees, to use the real property as described in **Exhibit "B"** for parking and for access to the Project at no charge.

(b) The right of Tenant, and of any tenant or subtenant of the Project, to use the Non-Exclusive Easements for themselves, their patients, employees, officers, and other invitees shall expire automatically upon the expiration or earlier termination of this Lease.

(c) All rights to use the Non-Exclusive Easements shall be in common with the rights of Landlord and other persons and entities to use the Non-Exclusive Easements and subject to such reasonable rules and regulations as Landlord may prescribe from time to time.

(d) Tenant, all tenants and subtenants in the Project, and all patients, employees, officers, and other invitees of any thereof, shall comply with reasonable restrictions and controls relating hereto imposed by Landlord from time to time.

(e) Landlord has specifically reserved, and does hereby specifically reserve, the right to move, reconfigure, change the number of parking places in, and alter the traffic flow across the real property burdened by the Non-Exclusive Easements; provided that no such change shall reduce the number of parking places therein below the number required to meet applicable zoning requirements. Parking places available for use by the Project shall be at least equal to the number originally installed by Tenant in connection herewith and, except for temporary parking during periods of construction, shall be comparably convenient.

ARTICLE II - TERM OF LEASE

Section 2.01. Commencement. The effective commencement date of this Lease ("**Lease Commencement Date**") shall be the date of Tenant's closing of the construction loan for the Project with NBSC (the "**Construction Loan**"). Prior to the Lease Commencement Date, Tenant shall not have any possessory, legal or equitable right, title or interest in or to the Ground Leased Premises or any of the Land. Nonetheless, Tenant shall be entitled to enter upon the Ground Leased Premises to inspect same at any time prior to the Lease Commencement Date; provided, however, that in the event the Construction Loan has not closed on or before June 14, 2002, all rights of Tenant to enter upon the Ground Leased Premises for any reason shall terminate. Such right of entry and inspection shall not include the right to sink monitoring or other wells, or to install any other monitoring devices, or to remove or impair any substantial vegetation at or on the Ground Leased Premises without Landlord's prior written consent. Such right of entry and inspection is specifically conditioned on Tenant's commitment to leave the Ground Leased Premises in the same condition in which it finds them and to remove and decommission properly and promptly all wells and other devices installed at the Demised Premises if Tenant does not proceed with the transaction contemplated in this Lease by June 14, 2002, and to repair promptly all damage caused by any such installation, removal, decommissioning, or inspection. Such obligation shall survive any lapse or termination of this Lease. Such obligation does not imply consent by Landlord for the installation of any wells or other devices. The effective date for rent to commence for this Lease ("**Rental Commencement Date**") shall be the earlier of (i) the first day of the month immediately following the issuance of a building certificate of occupancy, or its equivalent or (ii) October 1, 2003. The Lease Commencement Date and the Rental Commencement Date shall be confirmed by Landlord and Tenant by execution and delivery of a written document acknowledging the same.

Section 2.02. Term. The term of this Lease (the "**Term**") shall commence on the Lease Commencement Date. The last day of the Term shall be the day immediately preceding the fiftieth (50th) anniversary of the Rental Commencement Date, unless otherwise extended or terminated in accordance with the terms of this Lease (which last day of the Term is referred to hereinafter as the "**Expiration Date**").

Section 2.03. Title in Landlord. At the Expiration Date or sooner termination of this Lease, whether by default, eviction, or otherwise, the Project, Ground Leased Premises, Building and all other improvements upon the Ground Leased Premises shall, without compensation to Tenant or any other party, then become the sole property of Landlord or Landlord's designee, free and clear of all claims to or against them by Tenant or any third person attributable to Landlord or Tenant, and all claims, liens, security interests, and encumbrances (the "**Claims**"), other than the encumbrances existing at the Lease Commencement Date, those claims that are attributable to any act or omission of Landlord or created hereafter in accordance with the terms of this Lease (the "**Permitted Encumbrances**"). Tenant shall defend and indemnify Landlord against all claims, liability and loss, including but not limited to reasonable attorneys' fees and costs, through litigation and all appeals, arising from the act or omission of Tenant or Tenant's agent during the terms of this Lease against the Ground Leased Premises, the Building or the Land, other than the Permitted Encumbrances. All alterations, improvements, additions and utility installations which may be made on the Ground

Leased Premises shall be the property of Landlord and shall remain upon and be surrendered with the Ground Leased Premises at the Expiration Date or sooner termination of this Lease. Upon request of Landlord, Tenant shall execute a quit claim deed to the Building and Ground Leased Premises, in recordable form.

ARTICLE III - RENT

Section 3.01. Base Rent. Tenant agrees to pay Landlord, for the use and occupancy of the Ground Leased Premises, "**Base Annual Rent**" in the amount of Forty Thousand Dollars (\$40,000.00), payable in advance in equal quarterly installments of Ten Thousand Dollars (\$10,000.00), subject to adjustment as provided in this Article III. The payments shall be made commencing on the Rental Commencement Date and shall continue on the first day of each calendar quarter thereafter until the Expiration Date, with the first and last quarterly payments being pro-rated. For example, should the certificate of occupancy be issued on April 5, 2003, the Rental Commencement Date shall be May 1, 2003 with a pro-rated payment for the period from May 1, 2003 through June 30, 2003 and with subsequent quarterly payments being made July 1, October 1, January 1 and April 1 until the Expiration Date, with the final payment being pro-rated. The term "**Rent**" as used herein, shall mean Base Annual Rent and any additional rent due and payable hereunder. On the fifth (5th) anniversary of the Rental Commencement Date (i.e., if the Rental Commencement Date was May 1, 2003, then on May 1, 2008), and on each fifth (5th) anniversary of the Rental Commencement Date thereafter, including any renewal term (if any), the amount of Base Annual Rent shall be increased in each instance by adjusting the Base Annual Rent to an amount reflective of the calculation made in accordance with 3.02 hereafter. The Rent shall not be reduced for any reason, including the construction or development of the Building or any other portion of the Project. Late charges of five percent (5%) of the quarterly Base Rent payment shall be charged when payment is more than ten (10) days past due, payable without demand on the 11th day after the due date.

Section 3.02. CPI Adjustment. On the fifth (5th) anniversary of the rental commencement date and on each fifth (5th) anniversary of the Rental Commencement Date thereafter, (each 5th anniversary is hereafter referred to as the "**Change Date**"), including any extended term, the Base Annual Rent shall be adjusted ("**Adjusted Base Annual Rent**") based on changes in the "Consumer Price Index for All Urban Consumers, US City Average (1984=100) specified for All Items" issued by the Bureau of Labor Statistics, United States Department of Labor (the "**Index**"). Such adjustments shall be equal to the product of the Base Annual Rent for the 5 years immediately preceding the then existing Change Date multiplied by the lesser of (a) that certain fraction, the numerator being equal to the Index for the month immediately preceding the Change Date and the denominator being equal to the Index for the month 5 years prior to the month immediately preceding the Change Date or (b) 1.15. Tenant agrees that in no event shall computations according to the provisions of this section reduce Base Annual Rental as previously increased. Tenant shall submit to Landlord a statement of any such adjustment fifteen (15) days prior to the effective date of such increase, which increase shall be deemed conclusively accepted by Landlord unless objected to within fifteen (15) days after receipt thereof. Assume the following by way of example. The Rental Commencement Date is January, 2001. The Base Annual Rent is 100. The Index for December, 2000 is 110 and the Index for December 2005 is 150. The Adjusted Base Annual Rent by the formula is \$115.00, which is the lesser of $100 \times 150/110 = (\$136.36)$ and $100 \times 1.15 = (\$115.00)$.

Section 3.03. Calculation of Real Estate Taxes.

(a) As of the execution of this Lease, no real property taxes are assessed against the Ground Leased Premises. If at any time after the Rental Commencement Date any real property taxes or other taxes are assessed against the Ground Leased Premises or any portion of the Project, the Tenant shall be liable for the payment thereof as additional rent hereunder.

(b) The parties acknowledge that, as of the date hereof, there is no separate real estate tax bill for the Ground Leased Premises. Tenant shall undertake all reasonable actions, with the knowledge and cooperation of Landlord, to identify the Ground Leased Premises as a separate taxable parcel, in compliance with applicable state and local laws. After the Rental Commencement Date and continuing for the Term of this Lease until the Expiration Date or sooner termination thereof, Landlord and Tenant agree that Tenant shall be responsible for the real estate taxes attributable to the Ground Leased Premises as improved with the Project. In this regard, Tenant agrees to obtain all documents necessary to make this determination, including but not limited to a copy of the assessment card on file with Richland County, South Carolina, which should reflect the allocation of the real estate assessment for tax purposes among the Project, the Land, and any other buildings upon the Land.

Section 3.04. Proof of Compliance. Subject to section 3.05 hereof, Tenant shall furnish to Landlord, within ten (10) days before the date when any tax, assessment, or charge (for which Tenant is responsible hereunder) would become delinquent, receipts or other appropriate evidence establishing payment thereof.

Section 3.05. Contesting Taxes. Tenant shall have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless Tenant has paid such tax or assessment under protest, Tenant shall furnish to Landlord (i) proof reasonably satisfactory to Landlord that such protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Landlord securing the payment of such contested item or items and all interest, penalty and cost in connection therewith upon the final determination of such contest or review. Landlord shall, if it determines it is reasonable to do so, and if so requested by Tenant, join in any proceeding for contest or review of such taxes or assessments, but the entire cost of such joinder in the proceedings (including all costs, expenses, and attorneys' fees reasonably sustained by Landlord in connection therewith) shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as the result of such contest or review shall be for the account of Tenant.

Section 3.06. Utilities/Maintenance. From and after the Lease Commencement Date, as additional rent hereunder, Tenant shall pay or cause to be paid all charges for maintenance, security, water, heat, gas, electricity, cable, telephone, trash disposal, sewers and any and all other utilities used upon the Ground Leased Premises throughout the Term, including without limitation any connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity. So long as the Building is the only building on the Land, Tenant shall also pay all charges for maintenance, security and all utilities applicable to the parking and access ways located on the Land and/or subjected to the Non-Exclusive Easements. All contracts entered into

by Tenant for maintenance or security of the Land, other than for the Building, shall either have a term no longer than one year or be terminable on 90 days notice. Upon Landlord obtaining a certificate of occupancy for any building on the Land, other than the Building, Landlord shall have the option at any time thereafter to: (i) take over maintenance, security and any separately metered utilities of all of the parking facilities and access ways located on the Land and Tenant shall pay to Landlord monthly as additional rent Tenant's prorata share of such costs, based on the ratio that the square footage of space in the Building bears to the square footage of all buildings located on the Land; or (ii) pay to the Tenant the Landlord's prorata share of the cost of such utilities, maintenance and security services as are being paid by Tenant for the maintenance, security and any separately metered utilities of all of the parking facilities and access ways located on the Land (other than the Building), based upon the ratio that the square footage of space in the Building bears to the square footage of all buildings located on the Land. In no event shall Tenant be responsible for paying the charges for the installation, maintenance, security or utilities applicable to any general medical campus sign or fountain installed by Landlord.

Section 3.07. Security Deposit. No security deposit is required hereunder.

Section 3.08. Development Fees. Landlord shall not have any liability or responsibility for development fees, impact fees or other similar fees or charges pertaining to or arising out of development of the Project. Tenant shall pay timely all such fees or otherwise cause timely payment by the proper party responsible for payment. However, Landlord shall cooperate in the development of the Project so long as Landlord shall incur no cost or liability for such cooperation and such cooperation does not impair Landlord's rights to develop the remainder of the Land or any of Landlord's other real property adjacent to the Land. Such cooperation shall include, but not be limited to, execution of permits, applications, etc.

Section 3.09. Triple Net. All rent payable hereunder shall be paid as "triple net" rent without deduction or offset. It is the intent of the parties, except as is otherwise provided in this Lease, that, from and after the Rental Commencement Date, Tenant shall pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments arising after the Rental Commencement Date of every kind and nature incurred for, against, or in connection with the Ground Leased Premises, including without limitation all assessments, both regular and special, which may be due to any property association by virtue of recorded declarations, covenants and restrictions affecting the Ground Leased Premises or the Project, as same may be amended from time to time. It is the further intent of the parties that, from and after the Lease Commencement Date, Tenant shall pay or cause to be paid timely all insurance premiums, utilities expenses, and other charges of every kind and nature incurred for, against, or in connection with the construction of the Project. All such costs, charges, insurance premiums, taxes, utilities, expenses and assessments covering the Ground Leased Premises shall be appropriately prorated upon the Rent Commencement Date and upon the expiration of this Lease, except for any expenses such as insurance premiums which are not being assumed by or transferred for the benefit of Landlord.

Section 3.10. Regulatory Adjustment. Notwithstanding anything herein to the contrary, the parties agree to negotiate in good faith to modify this Lease (including the rental due

hereunder) if this Lease is challenged and determined to be invalid, illegal, or unenforceable by final order of a judicial or administrative forum having jurisdiction, or if an opinion of recognized counsel is provided to the effect that this Lease is or reasonably may be invalid, illegal, or unenforceable or may give rise to sanctions or penalties under regulations applicable to Landlord.

ARTICLE IV - PARKING

Tenant shall use its best efforts to see that employees of occupants of the Building park in spaces designated for such persons by Landlord. Landlord reserves the right to relocate and restructure parking from time to time. Parking places available for use by the Project shall be at least equal to the number originally installed by Tenant in connection herewith and, except for temporary parking during periods of construction, shall be comparably convenient.

ARTICLE V - IMPROVEMENTS AND ALTERATIONS

Section 5.01. Building. Tenant shall develop, construct and operate upon the Ground Leased Premises, at its sole cost and expense, the Building, and shall develop and construct the access ways, parking and landscaping on the Land as shown on the plans and specifications more fully described in Exhibit "C" attached hereto; provided, however, that Landlord shall reimburse Tenant the documented cost of rough grading the Building site and the site of the parking area and the documented cost of extending storm sewer, water, sewer and electrical utilities to the Building pad. The Project shall be constructed substantially in accordance with the preliminary plans and specifications more fully described in Exhibit C, unless otherwise agreed by Landlord in writing. Tenant shall submit final plans and specifications to Landlord for its approval, including all signage to be located on the Building or otherwise. Approval by Landlord shall not operate to relieve Tenant of its obligations herein. The review and approval of Landlord will be accomplished without unreasonable delay and approval will not be unreasonably withheld so long as the final plans and specifications are consistent with and at least equal in quality to those described on Exhibit C. If Landlord does not notify Tenant of any disapproval, or request any changes, within thirty (30) working days after submission, approval by Landlord shall be deemed to have been granted. If Landlord shall disapprove any portion of the final plans or specifications or request any amendments thereto, written disapproval describing specifically the items to which objection is registered or written request for amendments shall be delivered to Tenant within such thirty (30) day period. It is understood and agreed that Landlord and Tenant will work together in submitting and responding to requests for approvals in a reasonable manner and in an expeditious manner.

Section 5.02. Commencement of Construction. Landlord may reasonably request amendments or changes in the plans and specifications provided the requested amendment or change will not unreasonably delay the commencement or progress of construction of the Building. Landlord has the right to disapprove and require changes and corrections of any substandard items without incurring any costs and such costs shall be borne by Tenant. Subject to the provisions hereinbelow, the commencement of the site work will begin not later than June 30, 2002 and construction of the Building, access ways and parking will be completed not later than November 30, 2003, seventeen months from the date of commencement of construction. During construction of the Building, Tenant shall report monthly to Landlord on

the construction progress. After the plans and specifications in Exhibit C are approved by Landlord, Tenant shall make no material structural changes or alterations in the Building or other improvements or material changes in the external decor of such Building and other improvements without the prior written consent of Landlord. Nothing in this Lease shall be construed so as to subject the Ground Leased Premises or the Land, or permit the Ground Leased Premises or the Land to be subjected to, liens of any laborer, contractor, mechanic or materialman or to any other liens arising out of or connected with the development, site preparation, construction, maintenance, or demolition of any improvements, alterations or additions to existing improvements, unless Landlord expressly consents to such liens in writing. On Landlord's behalf, prior to commencement of construction, Tenant shall file a notice of non-responsibility by Landlord for mechanics' liens relative to the Building, the site preparation for the Land and the improvements shown on Exhibit C.

Section 5.03. Utilities. At Tenant's request and at Tenant's cost and expense (except as set forth in 5.01 above), Landlord shall enter into agreements with public utility companies approved by Landlord creating easements in favor of such companies for "Utility Facilities", as defined below, as reasonably are required in order to service the Project to be constructed and operated on the Ground Leased Premises; provided, however, that any such easements (i) may only be located within those areas of the Land which will not materially interfere with any improvements located upon the Land or constructed in connection with the Project; (ii) must be approved by Landlord as to location, size and the form of the easement agreement, which consent will not be unreasonably withheld or delayed; and (iii) may only be granted as non-exclusive easements. Tenant agrees, where requested by Landlord, to join in the grant of such easements and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same in the event Tenant's joinder is required in connection with any easements affecting any portion of the Land. The parties agree to use reasonable efforts to cause any encumbrances on the Ground Leased Premises to be subordinate to such easements, as may be required by any utility companies. For purposes of this Lease, "Utility Facilities" shall mean such underground conduits, wires, lines, pipes and mains and other underground electrical, gas, sanitary sewer, water and telephone and telecommunications structures and improvements necessary for the transmission and/or provision of electricity and electrical services, natural gas and natural gas services, sanitary sewer services, water and water services and telephone and telecommunications services to the Project and the improvements now or hereafter located thereon, and such pipes, mains, swales, lift stations and retention ponds and other improvements necessary for the provision of stormwater drainage services to the Project and the improvements now or hereafter located thereon.

Section 5.04. Additional Easement Rights and Obligations. With regard to the utility easements referred to herein, subject to Landlord's approval as set forth in 5.03 above and Landlord's reimbursement obligation in 5.01 above, Tenant shall, at Tenant's cost (i) have the right to and shall cause the construction of the utility improvements by a developer engaged by Tenant to construct the Project (the "Developer"), Tenant's general contractor and/or the utility company, as the case may be; and (ii) maintain the utility easement areas. All utility improvements constructed on or servicing the Ground Leased Premises shall remain upon the Ground Leased Premises at the termination of the Lease and shall, without compensation to Tenant, become the property of Landlord.

EXHIBIT "A"

Portion of Richland Memorial Hospital (Main Campus)

All that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, containing 50 acres, as shown and delineated on plat of property of John C. B. Smith by B.P. Barber & Associates, Engineers, dated November 29, 1965, recorded in the office of the Clerk of Court for Richland County in Plat Book X, page 444, being more particularly described and bounded as follows: COMMENCING at an iron on the South side of the right of way of Sunset Drive - S.C. Highway #16 thence running S88°43'E 1118.05 feet to an iron; thence turning and running S2°01'E 438.50 feet to a fence post; thence turning and running S87°59'E 400.00 feet to a fence post; thence turning and running N2°01'E 135.50 feet to a fence post; thence turning and running N63°50'E 233.30 feet to an iron on Sunset Drive; thence turning and running S50°38'E along Sunset Drive 805.70 feet to an iron at the intersection of said Sunset Drive and Colonial Drive; thence turning and running S25°47'W along Colonial Drive 318.50 feet to an iron; thence turning and running N70°09'W 786.50 feet to an iron; thence turning and running S03°14'E 383.00 feet to an iron; thence turning and running S78°31'W 411.70 feet to an iron; thence S76°57'W 476.30 feet to an iron; thence S78°42'W 487.20 feet to an iron; thence S52°58'W 217.78 feet to an iron; thence N01°17'E 1569.05 feet to the point of commencement. Said property being bounded as follows: On the North by Sunset Drive - S.C. Hwy #16 and property of Board of School Commissioners of School District #1, Richland County; Northeast by Sunset Drive - Rd S-326; Southeast by Colonial Drive - Rd. S-73; South by property of Margaret O. Brown and the State of South Carolina, and on the West by property of John C. B. Smith.

LESS AND EXCEPT:

All that certain piece, parcel or lot of land lying and being in the County of Richland, State of South Carolina, containing .28223 acres, more or less; said lot is triangular in shape and is bounded as follows: on the west by land now or formerly of Smith whereon it measures 253.80 feet; on the east by the Columbia Hospital Frontage Road (proposed) whereon it measures 144.60 feet; and on the south by the Harden Street Extension (proposed) whereon it measures 112.50 feet. Said property is more particularly shown in a plat prepared by the South Carolina Highway Department, dated April 30, 1971, to be recorded in the Richland County Courthouse.

EXHIBIT "B"

Portion of Richland Memorial Hospital (Main Campus)

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown as Parcel "A", containing 4.00 acres and Parcel "B", containing 0.63 acres, both being shown on a plat prepared for Board of School Commissioners, School District No. 1 of Richland County by B. P. Barber & Associates, Inc., dated September 20, 1965 and recorded in the R.M.C. Office for Richland County in Plat Book 34 at page 141.

EXHIBIT "C"

List of property owned by Richland Memorial Hospital

1. 10.34 Acres, Blarney Drive. Parcel A (Heron Property), Plat Book 51, page 4138.
2. 6.64 acres, Blarney Drive. Parcels B and C (Turnpike Property), Plat Book 51, page 4138
3. 1560 Daulton Drive
4. 1616 Daulton Drive
5. 2800 Colonial Drive
6. 3107 Grand Street
7. 3109 Grand Street
8. 2004 Academy Street
9. 1905 Academy Street
10. 1910 Marshall Street
11. 3303 Colonial Drive
12. 3205-3209 Colonial Drive
13. 3205 Grand Street
14. 215 Greenfield Road
15. 2001 Academy Street
16. 1308 Laurel Street
17. 4311 Hardscrabble Road
18. 1907 Shealy Street
19. 1801 Sunset Drive
20. Woodhill Mall
21. 1820 Marshall Street

EXHIBIT C (Continued)

PROPERTY NO. 1:

Fee simple owner: Richland Memorial Hospital

Property surrounding Richland Memorial Northeast Medical Center:

PARCEL A (10.342 Acres):

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being a portion of the property shown on a plat prepared for Richland Memorial Hospital by Enwright Associates, Inc., dated December 23, 1986, and recorded in the R.M.C. Office for Richland County in Plat Book 51, at page 4138, said plat being specifically incorporated herein by reference; and according to said latter plat having the following metes and bounds:

Beginning at an iron pin at the northern most point of the said tract where the southern edge of Blarney Drive intersects with the eastern edge of Barbara Road, and running in a southeasterly direction along Blarney Drive in and for the following directions and distances S55°50'14"E for a distance of 355.62 feet to an iron pin; thence turning and running S55°43'20"E for a distance of 328.11 feet to an iron pin; thence turning and running in a curved line the chord of which runs S64°18'38"E for a distance of 88.01 feet to an iron pin; thence turning and running in a curved line the chord of which runs S77°40'17"E for a distance of 90.88 feet to an iron pin; then S87°46'52"E for a distance of 136.50 feet to an iron pin; thence turning and running in a curved line the chord of which runs S79°02'02"E for a distance of 150.90 feet to an iron pin; thence turning away from the southern edge of Blarney Drive in a southwesterly direction S38°32'27"W for a distance of 620.51 feet to an iron pin; thence turning and running in a northwesterly direction along property of Hunter in and for the following directions and distances: thence turning and running N70°03'37"W for a distance of 121.66 feet to an iron pin; thence turning and running N79°04'42"W for a distance of 126.39 feet to an iron pin; thence turning and running along the northern edge of Daulton Road N74°10'53"W for a distance of 329.67 feet to an iron pin where the northern edge of Daulton Road intersects with the eastern edge of Barbara Road; thence turning and running along the eastern edge of Barbara Road in and for the following directions and distances: N14°25'15"E for a distance of 108.87 feet to an iron pin; thence turning and running N11°30'06"E for a distance of 100.91 feet to an iron pin; thence turning and running in a curved line the chord of which runs N3°41'58" for a distance of 104.01 feet to an iron pin; thence turning and running in a curved line the chord of which runs N4°46'12"W for a distance of 101.37 feet to an iron pin; thence turning and running in a curved line the chord of which runs N14°42'29"W for a distance of 100.58 feet to an iron pin; thence turning and running N19°26'30"W for a distance of 200.13 feet to an iron pin; thence turning and running N15°59'34"W for a distance of

Property No. 1 continued:

96.93 feet to an iron pin; thence turning and running N8°44'36"W for a distance of 17.78 feet to the iron pin marking the point of beginning.

TMS No.: 17012-2-1

EXHIBIT C (Continued)

Property No. 2:

Fee simple owner: Richland Memorial Hospital

Turnpike Property - Blarney Drive

All those certain pieces, parcels or tracts of land, situate, lying and being southwest of Blarney Drive, in the County of Richland, State of South Carolina, containing, in the aggregate 8.944 acres and consisting of Parcel A (containing .804 acre) and Parcel B (containing 8.14 acres) as shown on a plat prepared for Turnpike, Inc., by Enwright Surveying, Inc., dated May 7, 1984 and recorded in the RMC Office for Richland County in Plat Book Z at page 9973, said property having the following courses, measurements, metes and boundaries as shown by the aforesaid plat, to wit:

PARCEL A:

BEGINNING at an iron located at the northernmost corner of Parcel A. which iron is located on the southern boundary of the right of way for Blarney Drive; thence running from said point of beginning along the southern boundary of the right of way for Blarney Drive S72°05'E for 76.93 feet to an iron; thence continuing along said right of way S65°02'23"E for 97.23 feet to an iron whereon the subject property corners with property of South Carolina Highway Department; thence turning and running S41°30'W for 231.00 feet to an iron; thence turning and running N58°26'W for 155.62 feet to an iron; thence turning and running N38°24'30"E for 201.33 feet to an iron, this being the point of BEGINNING.

PARCEL B:

BEGINNING at an iron located at the northernmost corner of Parcel B, said iron being located on the southern boundary of the right of way for Blarney Drive; thence running from said point of beginning along the southern boundary of the right of way for Blarney Drive as follows: S51°02'30"E for 62.3 feet to an iron; S37°07'E for 102.57 feet to an iron; S23°49'E for 242.40 feet to an iron; S30°30'E for 118.64 feet to an iron; S58°44'W for 15.95 feet to an iron; S38°08'E for 104.73 feet to an iron; S26°31'40"E for 86.38 feet to an iron; S14°38'W for 207 feet to an iron; S32°07'W for 74.27 feet to an iron; thence turning and running N54°52'26"W for 61.10 feet to an iron; N55°51'W for 616.31 feet to an iron; N74°07'W for 238.64 feet to an iron; N70°33'W for 21.50 feet to an iron; and N70°21'W for 26.50 feet to an iron; thence turning and running along property now or formerly of Malone N38°35'09"E for 272.13 feet to an iron; thence turning and running along property of South Carolina Highway Department S57°30'23"E for 95.42 feet to an iron; S86°56'50"E for 88.36 feet to an iron; N65°11'32"E for 65.37 feet to an iron; N41°27'57"E for 60.51 feet to an iron; N57°30'W for 24.75 feet to an iron and N41°30'E for 228.30 feet to an iron, this being the point of BEGINNING.

Property No. 2 continued:

The above described property is also shown as Parcels B and C on plat prepared for Richland Memorial Hospital by Enwright Associates, Inc., dated December 23, 1986, revised January 5, 1987, recorded in the RMC Office for Richland County in Plat Book 51, at page 4138.

PARCEL D (0.733 Acres):

All that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in Richland County, South Carolina, containing approximately 0.727 acres located on the southwestern side of Blarney Drive near the interchange of U.S. Route 1 and I-77, shown and delineated on a plat of property surveyed for Richland Memorial Hospital by Enwright Surveying, Inc., dated December 23, 1986, recorded in Plat Book 51 at page 4138 in the Office of the R.M.C. for Richland County, as follows:

Beginning at an iron pin at the northern most point of said tract where the southern edge of Blarney Drive intersects with the eastern edge of Barbara Road, and running in a southeasterly direction along Blarney Drive in and for the following directions and distances: S55°50'14"E for a distance of 355.62 feet to an iron pin; thence turning and running S55°43'20"E for a distance of 328.11 feet to an iron pin; thence turning and running in a curved line the chord of which runs S65°18'38"E for a distance of 88.01 feet to an iron pin; thence turning and running in a curved line the chord of which runs S77°40'17"E for a distance of 90.88 feet to an iron pin; then S87°46'52"E for a distance of 136.50 feet to an iron pin; thence turning and running in a curved line the chord of which runs S79°02'02"E for a distance of 150.90 feet to an iron pin; thence turning and running N39°53'30"E for a distance of 9.76 feet to an iron; thence turning and running S79°05'00"E for a distance of 76.93 feet to an iron; thence turning and running S64°02'23"E for a distance of 97.23 feet to an iron which is the Point of Beginning; thence turning and running S41°30'00"W for a distance of 231.0 feet to an iron; thence turning and running N58°26'00"W for a distance of 155.62 feet to an iron; thence turning and running S38°32'58"W for a distance of 156.15 feet to an iron; thence turning and running S57°30'23"E for a distance of 95.42 feet to an iron; thence turning and running S86°56'50"E for a distance of 88.36 feet to an iron; thence turning and running N65°11'32"E for a distance of 65.37 feet to an iron; thence turning and running N41°27'57"E for a distance of 60.51 feet to an iron; thence turning and running N57°30'00"W for a distance of 24.75 feet to an iron; thence turning and running N41°30'00"E for a distance of 228.30 feet to an iron; thence turning and running N51°02'58"W for a distance of 20.00 feet to the Point of Beginning.

Property No. 2 continued:

ALSO:

All that certain piece, parcel or strip of land containing approximately 0.15 acre and being triangular in shape, located on the northwest side of Blarney Drive near the interchange of U.S. Route 1 and I-77 in Richland County, State of South Carolina. Said property being identified as a portion of Tract 102 on plan sheet 53 of the South Carolina Department of Highways and Public Transportation plans for I-77, File No. 40.973, and being more particularly described as follows:

Beginning at a point on the right of way at approximately survey station 14+65; thence northeast for 70 feet, more or less to a point; thence southwest for 65 feet more or less to a point; thence southeast for 20 feet, more or less to the point of beginning; being bounded on the south and east by Blarney Drive and on the north and west by lands now or formerly of Lukas Leasing Company.

Being the same property conveyed to Richland Memorial Hospital by deed of South Carolina department of Highways and Public Transportation, recorded in the Office of the R.M.C. for Richland County on January 5, 1987, in Deed Book D825, page 394.

NOTE: The location of this 0.15 acre parcel is incorrectly shown on the tax maps. According to the survey prepared for the conveyance of the remainder of the property conveyed to Ricland Memorial Hospital, known as Property No. 2, this property abuts Blarney Drive.

LESS AND EXCEPT:

Property described in Deed Book D886, page 233, conveyed to Richland Memorial Medical Center Northeast Limited Partnership as shown on plat recorded in the Office of the RMC for Richland County in Plat Book 52, page 1190.

Property No. 2 is located at the intersection of Two Notch Road and Blarney Drive. Richland Memorial Hospital originally bought this property in three deeds: Deed Book D825, page 388; Deed Book 825, page 392 and Deed Book D825, page 394. Subsequently Richland Memorial Hospital deeded 3.12 acres to Richland Memorial Medical Center leaving approximately 6.64 acres. There is no current survey of the remaining portion of the property.

TMS No.: 17012-02-02 and 17012-02-03

EXHIBIT "C" (Continued)

Property No. 3:

Fee simple owner: Richland Memorial Hospital

1560 Daulton Drive

All that certain piece, parcel or lot of land, situate, lying and being in the State of south Carolina, County of Richland, being shown and delineated as Lot "C" on a plat prepared for S.C. Gray by James C. Covington, C.E. on November 9, 1954, recorded in the Office of the R.M.C for Richland County in Plat Book 5 at page 374; said lot being bounded and measuring as follows: On the Northeast by property now or formerly of Lukas Leasing Co. and measuring thereon 82 feet, more or less; on the Southwest by Daulton Road and measuring thereon 84 feet, more or less; on the Northwest by Lot D measuring thereon 260 feet, more or less; on the Southeast by Lot B and measuring thereon 274 feet more or less; except however, that portion of said lot which is now included in the right of way of Daulton Road; being property conveyed to Eleanor F. Going by Harry M. Lightsey, as Master in Equity for Richland County by deed dated March 7, 1956, and recorded in the Office of the R.M.C. for Richland County in Deed Book 181, at page 52 on March 7, 1956.

Being the same property conveyed to Richland Memorial Hospital by deed of Eleanor T. Going, recorded in the Office of the R.M.C. for Richland County on December 31, 1986 in Deed Book D824, page 401.

TMS No.: 17012-02-08

EXHIBIT "C" (Continued)

Property No. 4:

Fee simple owner: Richland Memorial Hospital

1616 Daulton Drive

All that certain piece, parcel or lot of land and all improvements thereon, being in the County of Richland, State of South Carolina, containing 0.803 acres more or less, lying on the Northeast side of Daulton Road and being more particularly shown on that plat of property of Fred R. Hunter prepared for Richland Memorial Hospital on May 12, 1987, by Prime Associates, Inc., through its Registered Land Surveyor, William Wingfield, R.L.S., and recorded on May 26, 1987 in Plat Book 51, at page 6747 in the RMC Office for Richland County. Reference being made to said plat for a more complete and accurate description.

Being the same property conveyed to Richland Memorial Hospital by deed of Fred R. Hunter, recorded in the Office of the RMC for Richland County on May 27, 1987 in Deed Book D842, page 592.

TMS No.: 17012-02-12

EXHIBIT "C" (Continued)

PROPERTY NO. 5:

Fee simple owner: Richland Memorial Hospital

2800 Colonial Drive

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on Colonial Drive in and near the City of Columbia County of Richland, State of South Carolina, being shown and delineated as 8.326 acres on the north western corner of Colonial Drive and Harden Street Extension on a plat of property prepared for Richland Memorial Hospital, by B. P. Barber & Assoc., dated December 16, 1988 and recorded in the Office of the R.M.C. for Richland County in Plat Book 52, at page 4451, and being more particularly described by reference to said plat as follows: BEGINNING at an iron located on the northeastern boundary of the right-of-way of Harden Street Extension near its intersection with the right-of-way of Colonial Drive, such iron being the POINT OF BEGINNING; thence running in a curve along the right-of-way of Harden Street Extension (Road No. P-4002) for a chord being of N60°32'27"W for a chord distance of 94.58 feet and an arc distance of 94.61 feet to an iron; thence running N62°49'34"W for a distance of 405.22 feet along the said right-of-way of Harden Street Extension to an iron; thence continuing in a curve along said right-of-way for a chord being of N66°53'24"W for a chord distance of 130.01 feet and an arc distance of 130.07 feet to an iron; thence continuing in a curve along the right-of-way of Harden Street Extension for a chord bearing of N73°51'53"W for a chord distance of 148.20 feet and an arc distance of 148.30 feet to an iron; thence turning and running N78°31'23"E along property of Richland Memorial Hospital for a distance of 279.10 feet to an iron; thence turning and running N3°13'37"W along property of Richland Memorial Hospital for a distance of 382.50 feet to an iron; thence turning and running S70°09'00"E along property of Richland Memorial Hospital for a distance of 786.20 feet to an iron; thence turning and running along the right-of-way of Colonial Drive S25°51'19"W for a distance of 523.68 feet to an iron; thence running in a curve along the intersection of Colonial Drive and Harden Street Extension for a chord bearing of S68°31'45"W for a chord distance of 62.75 feet and an arc distance of 70.86 feet to an iron; said iron being the POINT OF BEGINNING; be all said measurements a little more or less.

TMS Nos: 11503-01-03 and 11503-01-02

EXHIBIT "C" (Continued)

PROPERTY NO. 6:

Fee simple owner: Richland Memorial Hospital

3107 Grand Street

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the intersection of Sunset Drive and Grand Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, being triangular in shape, and being shown and designated as Lot 2, Block 36 on a plat of property surveyed for Allard M. Langston by William M. Brasington, P.L.S., dated February 23, 1988 and recorded on February 26, 1988 in the Office of the R.M.C. for Richland County in Plat Book 52 at page 415 and having the following boundaries and measurements as shown on said plat:

Beginning at the Northeastern corner of the plat at a point designated as the Point of Beginning and running along Grand Street S9°42'17"E for a distance of 135.01 feet to an iron pin; thence turning and running along Sunset Drive N46°10'43"W for a distance of 168.99 feet to an iron pin; thence turning and running N80°48'5"E for a distance of 100.46 feet to the Point of Beginning.

TMS No.: 11503-02-02

EXHIBIT "C" (Continued)

PROPERTY NO. 7:

Fee simple owner: Richland Memorial Hospital

3109 Grand Street

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, known as Number 3109 Grand Street, also shown as Lot 1, Block 36 on plat prepared for George M. Derrick, Sr. by William M. Brasington, dated February 23, 1988 and recorded on February 26, 1988 in the Office of the R.M.C. for Richland County in Plat Book 52 at page 414, said property having the following metes and bounds:

Beginning at a point in the southeastern corner of the plat designated as the Point of the Beginning and traveling $S80^{\circ}48'15''W$ for a distance of 100.46 feet to an iron pin; thence turning and traveling along Sunset Drive $N45^{\circ}29'7''W$ for a distance of 74.67 feet to an iron pin; thence turning and running along Shealy Street $N80^{\circ}49'49''E$ for a distance of 144.65 feet to an iron pin; thence turning and running along Grand Street $S9^{\circ}12'20''E$ for a distance of 60.12 feet to a point which is the Point of Beginning.

TMS No.: 11503-2-1

EXHIBIT "C" (Continued)

PROPERTY NO. 8:

Fee simple owner: Richland Memorial Hospital

2004 Academy Street

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown as Lot No. 1 and the major portion of Lot No. 3, Block "9" on plat of Colonial Heights by T. I. Weston, dated September, 1905, and recorded in the Office of the Clerk of Court for Richland County in Plat Book "A" at page 167, and having the following boundaries and measurements: Bounded on the North by Academy Street whereon it measures 125.00 feet; on the East by Lots 2 and 4, whereon it measures 95.00 feet; on the South by the remaining portion of Lot 3 whereon it measures 125.00 feet; on the West by Grand Street, whereon it measures 95.00 feet. Be all measurements a little more or less.

TMS No.: 1504-29-01

EXHIBIT "C" (Continued)

PROPERTY NO. 9:

Fee simple owner: Richland Memorial Hospital

1905 Academy Street

All that piece, parcel or lot of land, with all improvements thereon, known as 1905 Academy Street, situate, lying and being in the Eau Claire Section of Richland County, Columbia, South Carolina, being shown and delineated as Lots Nos: 10 and 11 of Block 33, on a plat of Colonial Heights, made by Thomas I. Weston, C.E., and recorded in the office of the Clerk of Court for Richland County in Plat Book "A" at page 167, said lots form in shape a unit rectangle measuring on its northern and southern sides 104 feet and on its eastern and western sides 125 feet; being bounded on the North by Lots 2 and 3 of said block; on the East by Lot No. 12 of said block; on the South by King Street; and on the West by Lot No. 9 of said block.

TMS No.: 11504-26-13

EXHIBIT "C" (Continued)

PROPERTY NO. 10:

Fee simple owner: Richland Memorial Hospital

1910 Marshall Street

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Marshall Street, between Broad and Grand Streets, in Colonial Heights, a suburb of the City of Columbia, in the County of Richland, State of South Carolina, and said lot of land measuring on its northern and southern sides 104 feet; and on its eastern and western sides 125 feet; and being bounded on the North by said Marshall Street; on the East by Lot No. 5 in Block No. 33 on plat of Colonial Heights hereinafter referred to; on the South by Lots 11 and 12 in said Block 33 and on the West by Lot No. 2 in said Block No. 33 said lot of land being composed of and embracing Lots 3 and 4 in said Block 33 as appears by Plat of Colonial Heights, recorded in Plat Book "A", page 171 in the Office of the Clerk of Court for Richland County.

TMS No.: 11504-26-03

EXHIBIT "C" (Continued)

PROPERTY NO. 11:

Fee simple owner: Richland Memorial Hospital

3303 Colonial Drive

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being in Colonial Heights, a suburb of the City of Columbia, in the County of Richland, State of South Carolina, and being known as Lots Number 8 and 10 in Block Number 7 on a plat of Colonial Heights made by Thomas I. Weston, C.E., September 1905, which plat is recorded in the Office of the Clerk of Court for Richland County in Plat Book "A", page 167, said lots being bounded on the North by Lot No. 6 and measuring thereon 125 feet; on the East by Central Ave. and measuring thereon 100 feet; on the South by King Street and measuring thereon 125 feet; and on the West by lots number 7 and 9.

TMS No.: 11504-25-05

EXHIBIT "C" (Continued)

PROPERTY NO. 12:

Fee simple owner: Richland Memorial Hospital

3205-3209 Colonial Drive

PARCEL 1:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on the Western side of Colonial Drive between Shealy Street and Academy Street and being known as 3205 Colonial Drive, in the City of Columbia, County of Richland, State of South Carolina; being shown and designated as Lot 6, Block 9 on plat of Colonial Heights, made by Thomas I. Weston, dated September, 1905, and recorded in the RMC Office for Richland County, South Carolina, in Plat Book "A", page 171 (now Plat Book "A", at page 167).

ALSO: All that certain piece, parcel or lot of land, situate, lying and being on the Western side of Colonial Drive in the City of Columbia, County of Richland, State of South Carolina; being shown as Lot 4, Block 9, on plat of property for Suburban Home Company, dated September, 1905, and recorded in the RMC Office for Richland County, South Carolina in Plat Book "A" at page 167.

PARCEL 2:

All that certain piece, parcel or tract of land with improvements thereon situate, lying and being in the County of Richland, City of Columbia, State of South Carolina and being located on the Southwest corner of the intersection of Colonial Drive and Academy Street and known as 3207-9 Colonial Drive, Commencing at the Southwest corner of said intersection of Colonial Drive and Academy Street and running in a southerly direction for a distance of 50 feet; thence turning and running at a right angle in a westernly direction for a distance of 125 feet; thence turning and running at a right angle in a northerly direction for a distance of 50 feet, more or less; and thence turning and running in an easternly direction to the point of commencement for a distance of 125 feet. Said lot being bounded on the North by Academy Street, on the East by Colonial Drive, on the South by Lot #3, Block 8, and on the West by a portion of Lot #1 of Block 8, all of which is shown and designated on a tax plat for School District #1-C, page 278, as recorded in the County Assessor's Office. The above measurements are specified as more or less.

The above Parcels 1 and 2 are further shown on a plat prepared for Richland Memorial Hospital by Cox and Dinkins, Inc., dated June 16, 1993 recorded in the Office of the R.M.C. for Richland County in Plat Book ____ at page ____.

TMS Nos.: 11504-29-02, 11504-29-03 and 11504-29-04

EXHIBIT "C" (Continued)

PROPERTY NO. 13:

Fee simple owner: Richland Memorial Hospital

3205 Grand Street

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the Southwest corner of the Intersection of King Street and Grand Street in Colonial Heights, now part of the City of Columbia, in the County of Richland, in the State of South Carolina; said lot is bounded on the North by King Street for a distance of 52 feet; on the East by Grand Street for a distance of 125 feet; on the South by Lot 10 in said Block 35, measuring thereon 52 feet, and on the West by Lot 5 in said Block 35, measuring thereon 125 feet; the lot hereby conveyed being Lot 6 in Block 35 on a plat of Colonial Heights, recorded in the Office of the Clerk of Court for Richland County in Plat Book "A", at page 171.

TMS No.: 11504-29-04

EXHIBIT "C" (Continued)

PROPERTY NO. 14:

Fee simple owner: Richland Memorial Hospital

215 Greenfield Road

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as a one acre tract on a plat prepared for Life Styles, L.P. by Cox and Dinkins, Inc., dated March 29, 1989, revised October 10, 1989, and recorded in Plat Book 52 at page 8012 in the Office of the R.M.C for Richland County and being further shown on a plat prepared for Richland Memorial Hospital by Cox and Dinkins, Inc., dated August 11, 1994, revised August 29, 1994 and recorded in Plat Book 55 at page 4233 in the Office of the RMC for Richland County and according to the latter referred to plat, having the following measurements and boundaries, to wit: Beginning at an iron at the southwestern intersection of Greenfield road and Tidewater Drive and running S45°00'49"W for a distance of 152.16 feet, to an iron; thence turning and running N44°59'15"W for a distance of 292.74 feet to an iron; thence turning and running N49°51'59"E for a distance of 152.70 feet to an iron; thence turning and running S44°59'18"E for a distance of 279.82 feet to an iron and the point of commencement. Said property is bounded on the southeast by Tidewater Drive on the southwest by property of Williamsburg Square Associates, inc., on the northwest by Proposed Pineland Road Extension, and on the northeast by and fronting on Greenfield Road.

EXHIBIT "C" (Continued)

PROPERTY NO. 15:

Fee simple owner: Richland Memorial Hospital

2001 Academy Street

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown and designated as Lots No. 7 & 9, Block No. 7; on plat of Colonial Heights by Thomas I. Weston, dated September, 1905, and recorded in the Office of the R.M.C. for Richland County in Plat Book "A", page 167. Reference is also made to plat prepared for John S. Carter and Phoebe R. Carter, by James F. Polson, dated December 17, 1987, and recorded in Plat Book No. 52, page 2961. Being further shown and delineated on a plat prepared for Richland Memorial Hospital by Cox and Dinkins, Inc., dated March 1, 1995 and recorded in the Office of the R.M.C. for Richland County in Plat Book 55 at page 6815 and according to said latter plat having the following metes and bounds, to wit: On the South by Academy Street, whereon it fronts and measures 125.04 feet; on the West by Grand Street, whereon it measures 99.55 feet; on the North by Lot 5, whereon it measures 125.00 feet; and on the East by Lots 8 and 10, whereon it measures 99.88 feet. Be all measurements a little more or less.

TMS No.: 11504-25-06 and 11504-25-07

EXHIBIT "C" (Continued)

PROPERTY NO. 16:

Fee simple owner: Richland Memorial Hospital

1308 Laurel Street

All that certain piece, parcel or tract of land, together with all improvements thereon, lying and being in the City of Columbia, County of Richland, State of South Carolina containing 0.586 acres, as shown on that survey for the Greater Columbia Chamber of Commerce dated June 2, 1993, prepared by B.P. Barber & Associates, Inc., recorded in Book 54 at page 7218 in the Richland County RMC Office, said property being more particularly described as follows:

BEGINNING at an "X" in brick found near the southeastern corner of the intersection of Laurel Street and Sumter Street, thence running N16°34'37"W for a distance of 78.11 feet to an open-top pipe found, thence running S73°39'03"W for a distance of 84.28 feet to an open-top pipe found, thence running N16°35'34"W for a distance of 73.22 feet to an open-top pipe found, thence running S74°28'11"W for a distance of 54.91 feet to an open-top pipe found, thence running S72°02'57"W to a power pole through a p/k nail set 2 feet west of said power pole for a total distance of 69.61 feet, thence running S16°30'08"E through a p/k nail set 2 feet north of said power pole to an open-top pipe found for a total distance of 151.03 feet; thence running N73°24'53"E for a distance of 208.99 feet to the POINT OF BEGINNING.

TMS No.: 9015-08-01

EXHIBIT "C" (Continued)

PROPERTY NO. 17:

Fee simple owner: Richland Memorial Hospital

4311 Hardscrabble Road

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, near the City of Columbia, State of South Carolina, and being shown and designated as 2.457 acres as shown on a plat prepared for Richland Memorial Hospital, dated August 23, 1995, ("RMH Plat") and recorded in the Office of the R.M.C. for Richland County in Plat Book 55, page 9579, and according to said plat having the following metes, bounds, courses and distances, to wit: Beginning at a 5/8" rod at the intersection of Hardscrabble Road and a 50' ingress/egress easement as shown on the above referenced plat and running S89°19'36"W along said 50' ingress/egress easement for a distance of 335.59 feet to a 5/8" rod; thence turning and running N00°38'38"W for a distance of 251.80 feet along property now or formerly of Crossings Associates, L.P. to a 1/2" copper rod; thence turning and running N86°12'32"E along property of Timbervale Subdivision for a distance of 482.03 feet to a 5/8" rod; thence turning and running S25°33'32"W along Hardscrabble Road, for a distance of 8.62 feet to a 5/8" rod; thence running S26°40'20"W along Hardscrabble Road for a distance of 197.11 feet to a 5/8" rod; thence running S27°44'19"W along Hardscrabble Road for a distance of 108.24 feet to a 5/8" rod at the point and place of beginning.

Together with all of the Grantor's right, title and interest in and to the following recorded easements (as they affect the herein described parcel): Agreement for Easements and Covenants by and between Hardscrabble Partners and Crickentree Corners General Partnership dated December 12, 1991 and recorded in the Office of the R.M.C. for Richland County in Deed Book D-1065 at page 638; and Easement Agreement between Hardscrabble Partners and NCNB of South Carolina dated December 28, 1988 recorded in the Office of the R.M.C. for Richland County in Deed Book D-917, page 793.

Portion of TMS No.: 20200-01-24

EXHIBIT "C" (Continued)

PROPERTY NO. 18:

Fee simple owner: Richland Memorial Hospital

1907 Shealy Street

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Parcel "A" on a plat for Fran, Incorporated by Douglas E. Platt, Sr., dated March 8, 1984 and recorded in the Office of the RMC for Richland County in Plat Book "Z", page 8924; and being further shown and delineated as Parcel A, 0.29 acre, more or less on a plat prepared for Richland Memorial Hospital by Cox and Dinkins, Inc., dated March 11, 1996 to be recorded, and according to said latter plat, having the following metes, bounds, courses and distances, to wit: Beginning at a 1/2" rebar at the northeastern corner of the intersection of Grand Street and Shealy Street marking the Southeastern corner of said lot, and running S78°51'48"W for a distance of 102.16 feet along Shealy Street to a 3/4" pinch top; thence turning and running along Parcel B as shown on said plat, N12°22'00"W for a distance of 117.25 feet to a 3/4" pinch top; thence turning and running along Parcel C as shown on said plat, N78°04'50"E for a distance of 52.97 feet to a nail and cap; thence turning and running along said Parcel C as shown on said plat, N13°20'49"W for a distance of 7.08 feet to a 1/2" rebar; thence turning and running along property now or formerly of Minnie T. Nesbitt, N78°56'05"E for a distance of 52.01 feet to a 1/2" rebar; thence turning and running along Grand Street, S11°07'26"E for a distance of 124.96 feet to the 1/2" rebar at the point and place of beginning. Be all measurements a little more or less.

TMS No.: 11504-28-08

EXHIBIT "C" (Continued)

PROPERTY NO. 19:

Fee simple owner: Richland Memorial Hospital

1801 Sunset Drive:

All those certain parcels of land, with improvements thereon, containing 1.23 acres and 1.08 acres (collective 2.31 acres), being shown on Plat prepared for Richland Memorial Hospital by Michael C. Hammack, dated March 22, 1993, recorded in the Office of the R.M.C. for Richland County in Plat Book _____ at page _____, said plat being incorporated herein by reference, said property being collectively described as follows:

BEGINNING at an iron at the southwesternmost corner of the property at the intersection of the northern margin of the right-of-way of Sunset Dr. (S.C. Hwy. 16) and the eastern margin of the right-of-way of West St. (S.R. 40-461) and running along West Street N05°05'00"E for a distance of 125.35 feet to an iron; thence turning and running along Marshall St. (S.C. Hwy 16) from iron to iron as follows: N76°39'07"E - 318.61 feet; N76°38'45"E - 9.00 feet; N76°39'57"E - 155.64 feet; thence turning and running along property n/f Davis from iron to iron as follows: S13°24'47"E - 124.74 feet; N77°22'42"E - 51.99 feet; thence turning and running along Broad Street (S.R. 40-326) S13°28'07"E for a distance of 124.06 feet to an iron; thence continuing along Broad Street S13°28'07"E for a distance of 1.35 feet to a point; thence turning and running along Sunset Drive as follows: S76°31'53"W - 17.00 feet to a point; in a curve to the right having a radius of 547.96 feet, the chord of which runs S78°24'27"W - 35.07 feet to a point; N11°26'43"W - 2.50 feet to a point; in a curve to the right having a radius of 545.46 feet, the chord of which runs S85°55'30"W - 106.25 feet to an iron; N87°27'15"W - 53.21 feet to an iron; N87°27'15" - 43.00 feet to an iron; N88°20'57"W - 328.05 feet to the iron at the POINT OF BEGINNING.

TMS No.: 11504-27-01

EXHIBIT "C" (Continued)

PROPERTY NO. 20:

Fee simple owner: The Board of Trustees of Richland Memorial Hospital

Woodhill Mall

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Parcel 5 on plat prepared for Beacon Investments, LLC by Baxter Land Surveying Co., Inc., dated April 24, 1997, and recorded in Plat Book 56, page 8768; and being further shown and delineated on a plat prepared for Board of Trustees of Richland Memorial Hospital, dated August 10, 1997 and recorded in the Office of the R.M.C. for Richland County in Plat Book 57 at page 0211; and being more particularly described as follows:

Beginning at a 1" old pipe at the intersection of Woodhill Circle and Garners Ferry Road and running S52°06'00E for a distance of 208.10 feet along Garners Ferry Road to a point; thence continuing along Garners Ferry Road S53°09'00"E for a distance of 72.21 feet to an old cross; thence turning and running S33°38'57"W for a distance of 260.80 feet along Parcel 6, Wiseheart Trust, Inc., to an old nail; thence turning and running N48°02'02"W for a distance of 281.61 feet to a 1/2" rebar; thence turning and running N33°25'00"E for a distance of 239.53 feet along the right-of-way of Woodhill Circle to an old 1" pipe at the point of Beginning.

EXHIBIT "C" (Continued)

PROPERTY NO. 21:

Fee simple owner: The Board of Trustees of Richland Memorial
Hospital

1820 Marshall Street

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being shown and designated as Lot 11, Block 34, on a plat of Colonial Heights prepared by Thomas I. Weston, dated September, 1905, and recorded in the Office of the R.M.C. for Richland County in Plat Book "A", page 167; and being further shown and delineated on a plat prepared for the Board of Trustees of Richland Memorial Hospital by Cox and Dinkins, Inc., dated September 30, 1997 to be recorded, said lot having the following boundaries and measurements as shown on said plat: On the North by Marshall Street, whereon it fronts and measures 52.01 feet; on the East by Broad Street, whereon it measures 124.99 feet; on the South by Lot 17, whereon it measures 51.98 feet; and on the West by Lot 10, whereon it measures 124.64 feet. Be all measurements a little more or less.

TMS No.: 11504-27-10

EXHIBIT D-1

Exceptions as of August 1, 1996

Fee simple owner: Richland County

Richland Memorial Hospital Main Campus

46.95 acres

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Restrictions recorded in the Office of the R.M.C. for Richland County in Deed Book EA, page 85.
4. Easement to the City of Columbia for water main recorded in Deed Book D438, page 895.
5. Deed to water lines recorded in Deed Book D812, page 788 and Deed Book D1082, page 803.
6. Easements to South Carolina Electric & Gas Company, recorded in Deed Book D736, page 371, Deed Book D949, page 267, Deed Book D949, page 265; Deed Book D943, page 382; Deed Book D736, page 371; Deed Book D858, page 193
7. Ground Lease between Richland Memorial Hospital and Medical Park Three Limited Partnership, recorded in Deed Book D849, page 51.
8. Leasing Covenants between Richland Memorial Hospital and Medical Park Three Limited Partnership, recorded in Deed Book D849, page 97.
9. Partnership Covenants of Medical Park Three Limited Partnership, recorded in Deed Book D849, page 115.
10. Mortgage and Security Agreement between Medical Park Three Limited Partnership and The Citizens and Southern National Bank of South Carolina, recorded in Mortgage Book M1050, page 421. (Applies to Medical Park Three Limited Partnership's leasehold interest.)

EXHIBIT D-1 (Continued)

11. Assignment of Leases, Rents and Profits between Medical Park Three Limited Partnership and The Citizens and Southern National Bank of South Carolina, recorded in Deed Book D849, page 106. (Applies to Medical Park Three Limited Partnership's leasehold interest.)
12. Ground Lease between Richland Memorial Hospital and HealthSouth of South Carolina, Inc., recorded in Deed Book D918, page 1.
13. Water maintenance easement to the City of Columbia recorded in Deed Book D1156, page 221; Deed Book D1197, page 691.
14. Deed to Water lines at 9 Medical Park, recorded in Deed Book D1158, page 297 and Deed Book D1158, page 295.
15. Deed to sanitary sewer lines for Three Medical Park, recorded in Deed Book D1201, page 111; and Deed Book 1201, page 106
16. Deed to water lines for Three Medical Park, recorded in Deed Book D1201, page 108; and Deed Book 1201, page 103.
17. Deed to water lines for Richland Memorial Daycare Facility, recorded in Deed Book D1201, page 101; and Deed Book D1201, page 99.

EXHIBIT "D-2"

Exceptions as of August 1, 1996

PROPERTY NO. 1

Fee simple owner: Richland Memorial Hospital

Property surrounding Richland Memorial Northeast Medical Center:

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Utility easement granted South Carolina Electric and Gas Company recorded in Deed Book FV, at page 244.
4. Utility easement granted South Carolina Electric and Gas Company recorded in Deed Book D541, at page 210.
5. Utility easement granted Broad River Power Company recorded in Deed Book DB, at page 242.
6. Rights of upper and lower riparian owners in and to the continued uninterrupted flow of the waters of any creeks, streams or branches affecting the insured premises.
7. Rights of others thereto entitled in and to the continued uninterrupted flow of water through ditches affecting the insured premises.
8. Pond and Dam as shown on plat recorded in Plat Book 15, at page 352.
9. Deed to water lines to City of Columbia recorded in Deed Book D1186, page 581.
10. Easement to Richland Memorial Medical Center Northeast Limited Partnership recorded in Deed Book D886, page 255.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY 2:

Fee simple owner: Richland Memorial Hospital

6.64 acres, Blarney Drive, (Parcels B and C Turnpike Property)

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Utility easement granted South Carolina Electric and Gas Company recorded in Deed Book FV, at page 244.
4. Utility easement granted Broad River Power Company recorded in Deed Book DB, at page 242.
5. Utility easement granted South Carolina Electric and Gas Company recorded in Deed Book D47, at pages 607 and 613.
6. Utility easement granted Southern Bell Telephone and Telegraph Company recorded in Deed Book D50, at page 565.
7. Sewer lines and manholes, power lines and poles as shown on plat recorded in Plat Book Z at page 9973 and Plat Book 51, at page 4138.
8. Restrictions found in Deed recorded in Deed Book D0825, at page 388.
9. Stipulations and conditions made in Deeds recorded in Deed Book D0827, at page 414 and Deed Book D825, at page 392.
10. Memorandum of Ground Lease between Richland Memorial Hospital and Health Images, Inc., recorded in Deed Book D977, page 94.
11. Nondisturbance Agreement and Consent to Encumbrance (Ground Lease) between Richland Memorial Hospital and MetLife Capital Credit Corporation, recorded in Deed Book D977, page 657. (Applies to Health Images, Inc.'s leasehold interest.)
12. Leasehold Mortgage and Security Agreement between Health Images, Inc., and MetLife Capital Credit Corporation, recorded in Mortgage Book M1264, page 829. (Applies to Health Images, Inc.'s leasehold interest.)
13. Sanitary sewer easement recorded in Deed Book D886, page 255.

Property No. 2 Continued:

14. Easement to Richland Memorial Medical Center Northeast Limited Partnership recorded in Deed Book D886, page 255.

NOTE: The 0.15 acre tract received in Quit Claim Deed from the South Carolina Department of Highways and Public Transportation is omitted from this list of permitted exceptions as no title work has been performed on this tract. This tract is believed to originally have been part of Parcel B as described in Exhibit A for Property No. 1.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

Fee simple owner: Richland Memorial Hospital

PROPERTY 3:

1560 Daulton Drive

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D84, page 766.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

Fee simple owner: Richland Memorial Hospital

PROPERTY NO. 4:

1616 Daulton Drive

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easements to East Richland County Public Service District recorded in Deed Book D379, page 991 and D379, page 949.
4. Easement to South Carolina Electric and Gas Company recorded in Deed Book D86, page 712.
5. Easement to Richland Memorial Medical Center Northeast Limited Partnership recorded in Deed Book D886, page 255.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY 5:

Fee simple owner: Richland Memorial Hospital

2800 Colonial Drive

1. Taxes for the year 1998, which a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Lack of record title prior to December 30, 1988, being the date of recordation of the deeds to Richland Memorial Hospital recorded in Deed Book D918, at page 706, through 723; defects, liens or encumbrances created prior to recordation of said Deeds.
4. Lack of proper administration of record of the estate of Charlotte B. Lide, deceased, possible debts or inheritance taxes (state or federal) due by the estate of said deceased and possible discovery and probate of a will of said deceased, and unmarketability of title by reason thereof.
5. Rock walls, power poles and lines, light poles, fire hydrant, all as shown on plat of property prepared for Richland Memorial Hospital by B.P. Barber & Assoc., dated December 16, 1988, and all other equipment or related improvements shown on said plat; also, any unrecorded easements or rights of use related to, or arising out of or in connection with said equipment or improvements.

(Exceptions 3 and 4 have affirmative coverage on title policy.)

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 6:

Fee simple owner: Richland Memorial Hospital

3107 Grand Street

1. Taxes for the year 1998, which a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 7:

Fee simple owner: Richland Memorial Hospital

3109 Grand Street

1. Taxes for the year 1998, which a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 8:

Fee simple owner: Richland Memorial Hospital

2004 Academy Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easements reserved in instrument recorded in Deed Book AX, page 568.
4. Contract of Sale between L&A Real Estate Investment Company and James William Fedrick by Power of Attorney for Bernice B. Fedrick, recorded in Deed Book D-951, page 807.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 9:

Fee simple owner: Richland Memorial Hospital

1905 Academy Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easements reserved in instrument recorded in Deed Book BF, page 503.
4. Easement to Broad River Power Company recorded in Deed Book BF, page 567.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 10:

Fee simple owner: Richland Memorial Hospital

1910 Marshall Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 11:

Fee simple owner: Richland Memorial Hospital

3303 Colonial Drive

1. Taxes for the 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Right of way to Broad River Power Company recorded at Book CT, page 493.
4. Utility lines and poles shown on plat prepared by Cox and Dinkins, Inc., dated January 13, 1993.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 12:

Fee simple owner: Richland Memorial Hospital

3205-3209 Colonial Drive

1. Taxes for the 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Power lines and poles as shown on plat prepared by Cox and Dinkins, dated June 16, 1993.
4. Projections off of insured premises by sidewalk as shown on plat prepared by Cox and Dinkins, dated June 16, 1993.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 13:

Fee simple owner: Richland Memorial Hospital

3205 Grand Street:

1. Taxes for the 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Mortgage to Equitable Building and Loan Company, recorded in Book GD, page 67.
4. Possible outstanding interests of the heirs of Clyde Y. Nesbitt, deceased, and those claiming through them; also, lack of proper administration of record of the estate of said deceased.
5. Insurance over exceptions 3 and 4 obtained on title insurance policy.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 14:

Fee simple owner: Richland Memorial Hospital

215 Greenfield Road

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D272, page 215, and also Deed Book D272, page 219 and Deed Book D495, page 602 and also Deed Book D769, page 605.
4. Easement to Southern Bell Telephone and Telegraph Company recorded in Deed Book D774, page 841.
5. Easement to water lines contained in Deed recorded in Deed Book D777, page 780.
6. Lack of proper administration of the estate of Lester A. Porter and also Wilbur H. Porter, and possible outstanding interests of the heirs of said decedent, and those claiming through them. Also, possible debts or taxes due by said estate, and possible discovery and probate of a will of said decedent, or possible claims of a spouse's elective share or other marital rights.
7. Lack of proper administration of record of the estate of Nathan D. Porter. Also, possible debts or taxes due by said estate, or appeal from the probate of the will of said deceased or discovery and probate of a later will, or possible claims of a spouse's elective share or other marital rights.

Property No. 14 Continued:

Insurance over exceptions 5 and 6 obtained on title insurance policy.

8. 15' East Richland County Public Service District Sanitary Sewer Easement, Manholes, Sanitary Sewer Lines, 15' easement to Alpine Associates L.P., 10' City of Columbia Water Easement, Water Valves and Lines, Curbs and Gutter,s Fire Hydrants and Lines, Gas Valves and Lines, Light Poles and Lines, Power Units and Lines, T.V. Junction Boxes and Lines, Catch Basins and Reinforced Concrete Pipes, all as shown on plat prepared by Cox and Dinkins, dated August 11, 1994.
9. Encroachment of Signs onto insured premises as shown on plat prepared by Cox and Dinkins, dated August 11, 1994.
10. Encroachment of Air Conditioner Units and Sidewalks, asphalt parking areas and curbs onto easement areas as shown on plat prepared by Cox and Dinkins, Inc., dated August 11, 1994.
11. Ingress and egress easement to Alpine Assocites Limited Partnership and Williamsburg Square Associates, Inc. recorded in Deed Book 1217, page 139.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 15:

Fee simple owner: Richland Memorial Hospital

2001 Academy Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Rights, if any, of property owners adjoining on the North in and to that portion of the insured premises lying between the Northern property line and the fence inside said line, as shown on plat of survey by Cox and Dinkins, Inc., dated March 1, 1995.
4. Utility lines and poles, light poles and lines, catch basins, reinforced concrete pipes, manholes, as shown on plat prepared by Cox and Dinkins, Inc., dated March 1, 1995.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 16:

Fee simple owner: Richland Memorial Hospital

1308 Laurel Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Overhead utility lines and poles, light poles and lines shown on plat prepared by Cox and Dinkins, Inc., dated June 21, 1995.
4. Encroachment of bricked area onto adjacent property as shown on plat prepared by Cox and Dinkins, dated June 21, 1995.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 17:

Fee simple owner: Richland Memorial Hospital

4311 Hardscrabble Road

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D-328, page 610.
2. Easement Agreement recorded in Book D-917, page 793, and as shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
3. Agreement for Easements and Covenants recorded in Book D-1064, page 638, shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
4. Easement to the City of Columbia recorded in Book D-1064, page 686.
5. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D-1079, page 992, as shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
6. Easement for Sanitary Sewer recorded in Book D-1095, page 600, shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
7. Utility Lines and Poles, Power Units and Lines, T.V. Junction Boxes and Lines, Telephone Junction Boxes and Lines, Sewer and Drain Lines and Manholes and Catch Basins, all as shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
8. Building Restriction Lines shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
9. State Tax Lien #95-5848 against NationsBank, N.A.

Insurance over exception 9 obtained on title insurance policy.

Property No. 17 continued:

10. Easement Agreement between NationsBank (Carolinas) and Richland Memorial Hospital, dated September 19, 1995 and recorded in Book D-1279, page 845.
11. Easement recorded in Deed Book D1279, page 845, modified in Deed Book D1304, page 007.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 18:

Fee simple owner: Richland Memorial Hospital

1907 Shealy Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Lack of proper administration of the estate of M.E. Darby, deceased, and possible outstanding interests of the heirs of said decedent, and those claiming through them. Also, possible debts or taxes due by said estate, and possible discovery and probate of a will of said decedent, or possible claims of a spouse's elective share or other marital rights.

Insurance over exception 3 obtained on title insurance policy.

4. Power and utility lines and poles as shown on plat prepared by Cox and Dinkins, Inc., dated March 11, 1996.
5. Rights of the public and others in and to the use of the asphalt driveway shown on plat prepared by Cox and Dinkins, Inc., dated March 11, 1996.
6. Twelve (12') foot drive (ingress and egress) as shown on plat prepared by Cox and Dinkins, Inc., dated March 11, 1996.
7. With respect to the easement shown in Exceptions #5 and 6, the title insurance policy obtained insures against loss or damage which the insured lender may sustain by reason of the entry of a final decree of a court of competent jurisdiction, authorizing the exercise of said easement in such manner as to prevent use of the insured premises for purposes of a Quadraplex, constructed and located as shown on plat, prepared by Cox and Dinkins, Inc., dated March 11, 1996.
8. Rights of tenants in possession as tenants under any unrecorded leases or rental agreements.
9. Easements as shown on Plat recorded in Plat Book 52, page 700.

EXHIBIT "D-2" (Continued)

Exceptions as of September 2, 1996

PROPERTY NO. 19:

Fee simple owner: Richland Memorial Hospital

1801 Sunset Drive

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easement and right-of-way granted to Broad River Power Co., recorded in Deed Book CT at page 400.
3. Agreement to South Carolina Natural Gas Company recorded in Deed Book 343 at page 47.
4. Easement from Mitchell Barkoot to South Carolina Electric & Gas Company recorded in Deed Book 285 at page 110.
5. Easement from Rosewood Associates to South Carolina Electric & Gas Company recorded in Deed Book D-804 at page 370.
6. Easement from Sunset Medical Paratnership to South Carolina Electric & Gas Company recorded in Deed Book D-782 at page 885.
7. General permit from James W. Candor to Southern Bell Telephone and Telegraph Company recorded in Deed Book EZ at page 383.
8. Power lines as shown on plat prepared for Richland Memorial Hospital by Michael C. Hammack, dated March 22, 1993.

EXHIBIT "D-2" (Continued)

Exceptions as of September 2, 1997

PROPERTY NO. 20:

Fee simple owner: The Board of Trustees of Richland Memorial Hospital

Woodhill Mall Property

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Restrictions appearing of record at Book D-1385, page 749, and Declaration of Restrictions and Easements recorded in Book D1404, page 665. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.
3. Easements reserved in the above restrictions.
4. Assessments set out in the above restrictions.
5. Access easement recorded in Book D1404, page 665.
6. Construction, Operating and Reciprocal Easement Agreement recorded in Book D-401, page 803; as AMENDED at Book D-401, page 882, Book D-483, page 274, and Book D1404, page 646; and Assigned at Book D-405, page 947 and Book D-485, page 975.
7. Access Easement recorded in Book D1385, page 743, and shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997 and recorded in Plat Book 57, page 0211.
8. Buffer zone and easements reserved recorded in Book D-401, page 791, shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997 and recorded in Plat Book 57, page 0211.
9. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D-339, page 795, shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997, recorded in Plat Book 57, page 0211.
10. Easement to Southern Bell Telephone and Telegraph Company, recorded in Deed Book DO, page 33, and Book D407, page 948, and as shown plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997, recorded in Plat Book 57, page 0211.

11. Easement for water main recorded in Book D-373, page 851, to the City of Columbia, shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997, recorded in Plat Book 57, page 0211.
12. Easement to Jackson-Gills Creek Public Service Commission recorded in Book 395, page 145.
13. 15' sewer easement, reinforced concrete pipes and catch basins, sewer lines and manholes, power lines and poles, telephone box and lines, all as shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997 recorded in Plat Book 57, page 0211.
14. Rights of the public and others in and to the driveway and sidewalks crossing the insured premises as shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997 recorded in Plat Book 57, page 0211.

EXHIBIT "D-2" (Continued)

Exceptions as of October 10, 1997

PROPERTY NO. 21:

Fee simple owner: The Board of Trustees of Richland Memorial
Hospital

1820 Marshall Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Utility lines and poles, telephone junction box, as shown on plat prepared by Cox and Dinkins, Inc., dated September 30, 1997, and related utility lines and facilities.

Ground Lease attached hereto and made a part hereof as Schedule B ("the Ground Lease") and Landlord also desires to extend the term of the Lease to run concurrently with the term of the Ground Lease;

NOW, THEREFORE.

FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND DOLLARS (\$1,000) AND THE FOREGOING INCLUDING THE COMMITMENTS BY RICHLAND TO IMPLEMENT THE STRATEGIC PLAN, and also in consideration of the mutual covenants contained herein all good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. The only real property affected by this Amendment is the Affected Real Property;
2. Landlord consents to the Ground Lease as a sublease pursuant to Section 13.02 of the Lease;
3. The Lease is amended to provide that its term as to the Affected Real Property shall expire on the Expiration Date of the Ground Lease;
4. Tenant may encumber and permit encumbrances of the leasehold estate created by the Lease and of the estate created by the Ground Lease to permit the development and construction contemplated by the Ground Lease, but Tenant re-affirms that there will be no liens placed or permitted to remain upon Landlord's fee interest in the Affected Real Property;
5. In all other respects the terms and provisions of the Lease shall remain in full force and effect.
6. The parties shall execute and deliver for recordation, at Tenant's expense, a Memorandum of this Amendment to Lease for the purpose of providing notice of its

existence, but the Memorandum itself shall create no rights or duties.

IN WITNESS WHEREOF, this Agreement has been duly executed under seal by the parties hereto on the date first above written

WITNESSES:

Frederic Ostmann

Cam McCulloch
(As to Landlord)

LANDLORD:
BAPTIST HEALTH CARE SYSTEM OF
SOUTH CAROLINA, INC. (SEAL)

By: Charles D. Beaman Jr.

WITNESSES:

Henry P. Shepherd

Cam McCulloch
(As to Tenant)

TENANT:
PALMETTO HEALTH ALLIANCE (SEAL)

By: Charles D. Beaman Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND

PROBATE AS TO LANDLORD

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

Cam McCulloch
Witness

SWORN TO before me this

17th day of April 2002, 2001.

Henry P. Shephard (L.S.)
Notary Public for South Carolina

My Commission Expires: 03-17-08

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND

PROBATE AS TO TENANT

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

Cam McCulloch
Witness

SWORN TO before me this

30th day of May 2002, 2001.

Henry P. Shephard (L.S.)
Notary Public for South Carolina

My Commission Expires: 03-17-08

SCHEDULE A

052902(f:\palmettonw\desc)

EXHIBIT "B"

PARCEL 1: LEASEHOLD PARCEL

That parcel of land situate in Richland County, South Carolina, being shown and designated as Lease Parcel containing 0.96 acre on Plat Prepared for Palmetto NW, LLC by Cox and Dinkins, Inc. dated May 24, 2002 (the "Plat"), said plat being incorporated herein by reference, said property being more particularly described as follows:

To find the Point of Beginning commence at a rebar at the northernmost corner of the sight area for the intersection of the southern margin of the right-of-way of Newberry Avenue (S.C. Hwy. No. 60) and the eastern margin of the right-of-way of Parkridge Drive and run S64°53'15"W for 197.14 feet to a rebar at the westernmost corner of the property which is the Point of Beginning. Thence from the POINT OF BEGINNING, turning and running along property designated as Vacant Lot from rebar to rebar as follows: S18°06'50"W - 94.57 feet; in a curve to the right having a radius of 66.78 feet, an arc distance of 98.71 feet, the chord of which runs S71°16'57"W - 89.97 feet; S18°06'50"W - 103.79 feet; S25°30'18"W - 31.09 feet; N71°53'10"W - 168.26 feet; N18°06'48"E - 34.34 feet; S71°53'10"E - 57.93 feet; N18°06'50"E - 82.25 feet; N71°53'10"W - 20.67 feet; N18°06'50"E - 30.00 feet; S71°53'10"E - 20.67 feet; N18°06'50"E - 93.43 feet; S71°52'25"E - 65.72 feet; N18°06'50"E - 43.12 feet; S71°53'10"E - 120.62 feet to the Point of Beginning.

PARCEL 2: EASEMENT PARCEL

That parcel of land situate in Richland County, South Carolina, being shown and designated on the Plat as Vacant Lot containing 6.61 acres and being more particularly described as follows:

BEGINNING at a rebar at the northernmost corner of the property at the northernmost corner of the sight area for the intersection of the southern margin of the right-of-way of Newberry Avenue (S.C. Hwy. No. 60) and the eastern margin of the right-of-way of Parkridge Drive and running along said sight area S26°47'10"E - 24.33 feet to a rebar; thence turning and running along Parkridge Drive from rebar to rebar as follows: S18°04'29"W - 16.98 feet; in curve to the left having a radius of 358.08 feet, an arc distance of 315.94 feet, the chord of which runs S07°12'08"E - 305.79 feet; thence turning and running along property Now or Formerly Baptist Healthcare System of South Carolina, Inc. from rebar to rebar as follows: S64°07'11"W - 455.25 feet; in a curve to the right having a radius of 96.00 feet, an arc distance of 143.20 feet, the chord of which runs N73°58'26"W - 130.28 feet; N31°14'31"W - 132.71 feet; N08°38'36"W - 393.60 feet; N18°06'50"E - 179.05 feet; thence turning and running along Newberry Avenue as follows: S81°25'02"E - 33.72 feet to a rebar; S71°53'10"E - 273.84 feet to a rebar; S76°11'43"E - 200.42 feet to a concrete monument; S67°38'05"E - 80.94 feet to the Point of Beginning. LESS AND EXCLUDING PARCEL 1.

SCHEDULE B

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) GROUND LEASE

THIS GROUND LEASE (this "Lease") dated as of May 1, 2002, by and between PALMETTO HEALTH ALLIANCE, a South Carolina non-profit corporation located in Columbia, South Carolina ("Landlord") and PALMETTO NW, LLC, a South Carolina limited liability company ("Tenant").

This Lease is entered into upon the basis of the following facts, understandings and intentions of the parties:

A. Landlord is a public benefit corporation under the laws of the State of South Carolina, exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose charitable purposes include the provision of quality health care in a cost-effective manner in settings appropriate to patient and payor needs, the provision of health care facilities that include outpatient care, and the establishment and maintenance of hospital/physician relationships that work cooperatively in Landlord's hospitals.

B. Under that certain lease (as amended from time to time, the "BHS Lease") dated as of February 9, 1998, as amended November 23, 1998 and November _____, 2001 by and between Baptist Healthcare System of South Carolina, Inc. (collectively with its successors in interest as lessor under the BHS Lease, "BHS") and Landlord, Landlord is the lessee of an undeveloped tract of real property containing approximately 20.861 acres located at the intersection of Highway 60 and Parkridge Road in the City of Columbia, County of Richland, South Carolina (described on Exhibit "A" hereto and hereinafter referred to as the "Land"). Landlord also owns property adjacent to the Land and desires for the Land to serve as part of a medical campus complex to improve the efficiency and delivery of patient care services.

C. Landlord desires to sublease to Tenant that certain portion of the Land designated for construction of one building (the "Building") to be known as "Palmetto Health Northwest Medical Center" containing approximately 90,000 square feet of space, to be used for medical offices, an ambulatory surgery center, and other uses established by Landlord (the "Ground Leased Premises"). In addition to the Ground Leased Premises, Tenant shall be granted non-perpetual non-exclusive easements for access and parking (the "Non-Exclusive Easements") on the terms and conditions stated hereinafter. Tenant desires to sublease the Ground Leased Premises and acquire the Non-Exclusive Easements from Landlord in order for Tenant to cause the construction of, and own and manage, the Building for the purposes specified herein (the "Project"). The Ground Leased Premises and the Non-Exclusive Easements for access and parking are legally described on Exhibit "B".

D. Landlord and Tenant agree that the rental of the Ground Leased Premises under this Lease (including the calculation of Rent, as such term is defined hereinafter, due under this Lease) is in no way dependent upon, tied to, or related to the volume or value of referrals to the Landlord.

E. The parties desire to establish the terms and conditions of the Lease to fulfill the foregoing objectives.

NOW, THEREFORE, in consideration of the rent to be paid, the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE I - DEMISE AND GRANT

Section 1.01. Ground Leased Premises. Landlord, for and in consideration of the rents, covenants and conditions herein set forth, does hereby sublease to Tenant, and Tenant does hereby sublease from Landlord, the Ground Leased Premises, subject to the terms, conditions and provisions hereof.

Section 1.02. Non-Exclusive Easements. Landlord, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby grant to Tenant, and Tenant does hereby take from Landlord, the Non-Exclusive Easements on the following terms and conditions:

(a) The Non-Exclusive Easements shall permit Tenant, any tenant or subtenant in the Project, and their respective patients, employees, officers, and other invitees, to use the real property as described in **Exhibit "B"** for parking and for access to the Project at no charge.

(b) The right of Tenant, and of any tenant or subtenant of the Project, to use the Non-Exclusive Easements for themselves, their patients, employees, officers, and other invitees shall expire automatically upon the expiration or earlier termination of this Lease.

(c) All rights to use the Non-Exclusive Easements shall be in common with the rights of Landlord and other persons and entities to use the Non-Exclusive Easements and subject to such reasonable rules and regulations as Landlord may prescribe from time to time.

(d) Tenant, all tenants and subtenants in the Project, and all patients, employees, officers, and other invitees of any thereof, shall comply with reasonable restrictions and controls relating hereto imposed by Landlord from time to time.

(e) Landlord has specifically reserved, and does hereby specifically reserve, the right to move, reconfigure, change the number of parking places in, and alter the traffic flow across the real property burdened by the Non-Exclusive Easements; provided that no such change shall reduce the number of parking places therein below the number required to meet applicable zoning requirements. Parking places available for use by the Project shall be at least equal to the number originally installed by Tenant in connection herewith and, except for temporary parking during periods of construction, shall be comparably convenient.

ARTICLE II - TERM OF LEASE

Section 2.01. Commencement. The effective commencement date of this Lease (“**Lease Commencement Date**”) shall be the date of Tenant’s closing of the construction loan for the Project with NBSC (the “**Construction Loan**”). Prior to the Lease Commencement Date, Tenant shall not have any possessory, legal or equitable right, title or interest in or to the Ground Leased Premises or any of the Land. Nonetheless, Tenant shall be entitled to enter upon the Ground Leased Premises to inspect same at any time prior to the Lease Commencement Date; provided, however, that in the event the Construction Loan has not closed on or before June 14, 2002, all rights of Tenant to enter upon the Ground Leased Premises for any reason shall terminate. Such right of entry and inspection shall not include the right to sink monitoring or other wells, or to install any other monitoring devices, or to remove or impair any substantial vegetation at or on the Ground Leased Premises without Landlord’s prior written consent. Such right of entry and inspection is specifically conditioned on Tenant’s commitment to leave the Ground Leased Premises in the same condition in which it finds them and to remove and decommission properly and promptly all wells and other devices installed at the Demised Premises if Tenant does not proceed with the transaction contemplated in this Lease by June 14, 2002, and to repair promptly all damage caused by any such installation, removal, decommissioning, or inspection. Such obligation shall survive any lapse or termination of this Lease. Such obligation does not imply consent by Landlord for the installation of any wells or other devices. The effective date for rent to commence for this Lease (“**Rental Commencement Date**”) shall be the earlier of (i) the first day of the month immediately following the issuance of a building certificate of occupancy, or its equivalent or (ii) October 1, 2003. The Lease Commencement Date and the Rental Commencement Date shall be confirmed by Landlord and Tenant by execution and delivery of a written document acknowledging the same.

Section 2.02. Term. The term of this Lease (the “**Term**”) shall commence on the Lease Commencement Date. The last day of the Term shall be the day immediately preceding the fiftieth (50th) anniversary of the Rental Commencement Date, unless otherwise extended or terminated in accordance with the terms of this Lease (which last day of the Term is referred to hereinafter as the “**Expiration Date**”).

Section 2.03. Title in Landlord. At the Expiration Date or sooner termination of this Lease, whether by default, eviction, or otherwise, the Project, Ground Leased Premises, Building and all other improvements upon the Ground Leased Premises shall, without compensation to Tenant or any other party, then become the sole property of Landlord or Landlord's designee, free and clear of all claims to or against them by Tenant or any third person attributable to Landlord or Tenant, and all claims, liens, security interests, and encumbrances (the “**Claims**”), other than the encumbrances existing at the Lease Commencement Date, those claims that are attributable to any act or omission of Landlord or created hereafter in accordance with the terms of this Lease (the “**Permitted Encumbrances**”). Tenant shall defend and indemnify Landlord against all claims, liability and loss, including but not limited to reasonable attorneys’ fees and costs, through litigation and all appeals, arising from the act or omission of Tenant or Tenant’s agent during the terms of this Lease against the Ground Leased Premises, the Building or the Land, other than the Permitted Encumbrances. All alterations, improvements, additions and utility installations which may be made on the Ground

Leased Premises shall be the property of Landlord and shall remain upon and be surrendered with the Ground Leased Premises at the Expiration Date or sooner termination of this Lease. Upon request of Landlord, Tenant shall execute a quit claim deed to the Building and Ground Leased Premises, in recordable form.

ARTICLE III - RENT

Section 3.01. Base Rent. Tenant agrees to pay Landlord, for the use and occupancy of the Ground Leased Premises, "**Base Annual Rent**" in the amount of Forty Thousand Dollars (\$40,000.00), payable in advance in equal quarterly installments of Ten Thousand Dollars (\$10,000.00), subject to adjustment as provided in this Article III. The payments shall be made commencing on the Rental Commencement Date and shall continue on the first day of each calendar quarter thereafter until the Expiration Date, with the first and last quarterly payments being pro-rated. For example, should the certificate of occupancy be issued on April 5, 2003, the Rental Commencement Date shall be May 1, 2003 with a pro-rated payment for the period from May 1, 2003 through June 30, 2003 and with subsequent quarterly payments being made July 1, October 1, January 1 and April 1 until the Expiration Date, with the final payment being pro-rated. The term "**Rent**" as used herein, shall mean Base Annual Rent and any additional rent due and payable hereunder. On the fifth (5th) anniversary of the Rental Commencement Date (i.e., if the Rental Commencement Date was May 1, 2003, then on May 1, 2008), and on each fifth (5th) anniversary of the Rental Commencement Date thereafter, including any renewal term (if any), the amount of Base Annual Rent shall be increased in each instance by adjusting the Base Annual Rent to an amount reflective of the calculation made in accordance with 3.02 hereafter. The Rent shall not be reduced for any reason, including the construction or development of the Building or any other portion of the Project. Late charges of five percent (5%) of the quarterly Base Rent payment shall be charged when payment is more than ten (10) days past due, payable without demand on the 11th day after the due date.

Section 3.02. CPI Adjustment. On the fifth (5th) anniversary of the rental commencement date and on each fifth (5th) anniversary of the Rental Commencement Date thereafter, (each 5th anniversary is hereafter referred to as the "**Change Date**"), including any extended term, the Base Annual Rent shall be adjusted ("**Adjusted Base Annual Rent**") based on changes in the "Consumer Price Index for All Urban Consumers, US City Average (1984=100) specified for All Items" issued by the Bureau of Labor Statistics, United States Department of Labor (the "**Index**"). Such adjustments shall be equal to the product of the Base Annual Rent for the 5 years immediately preceding the then existing Change Date multiplied by the lesser of (a) that certain fraction, the numerator being equal to the Index for the month immediately preceding the Change Date and the denominator being equal to the Index for the month 5 years prior to the month immediately preceding the Change Date or (b) 1.15. Tenant agrees that in no event shall computations according to the provisions of this section reduce Base Annual Rental as previously increased. Tenant shall submit to Landlord a statement of any such adjustment fifteen (15) days prior to the effective date of such increase, which increase shall be deemed conclusively accepted by Landlord unless objected to within fifteen (15) days after receipt thereof. Assume the following by way of example. The Rental Commencement Date is January, 2001. The Base Annual Rent is 100. The Index for December, 2000 is 110 and the Index for December 2005 is 150. The Adjusted Base Annual Rent by the formula is \$115.00, which is the lesser of $100 \times 150/110 = (\$136.36)$ and $100 \times 1.15 = (\$115.00)$.

Section 3.03. Calculation of Real Estate Taxes.

(a) As of the execution of this Lease, no real property taxes are assessed against the Ground Leased Premises. If at any time after the Rental Commencement Date any real property taxes or other taxes are assessed against the Ground Leased Premises or any portion of the Project, the Tenant shall be liable for the payment thereof as additional rent hereunder.

(b) The parties acknowledge that, as of the date hereof, there is no separate real estate tax bill for the Ground Leased Premises. Tenant shall undertake all reasonable actions, with the knowledge and cooperation of Landlord, to identify the Ground Leased Premises as a separate taxable parcel, in compliance with applicable state and local laws. After the Rental Commencement Date and continuing for the Term of this Lease until the Expiration Date or sooner termination thereof, Landlord and Tenant agree that Tenant shall be responsible for the real estate taxes attributable to the Ground Leased Premises as improved with the Project. In this regard, Tenant agrees to obtain all documents necessary to make this determination, including but not limited to a copy of the assessment card on file with Richland County, South Carolina, which should reflect the allocation of the real estate assessment for tax purposes among the Project, the Land, and any other buildings upon the Land.

Section 3.04. Proof of Compliance. Subject to section 3.05 hereof, Tenant shall furnish to Landlord, within ten (10) days before the date when any tax, assessment, or charge (for which Tenant is responsible hereunder) would become delinquent, receipts or other appropriate evidence establishing payment thereof.

Section 3.05. Contesting Taxes. Tenant shall have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless Tenant has paid such tax or assessment under protest, Tenant shall furnish to Landlord (i) proof reasonably satisfactory to Landlord that such protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Landlord securing the payment of such contested item or items and all interest, penalty and cost in connection therewith upon the final determination of such contest or review. Landlord shall, if it determines it is reasonable to do so, and if so requested by Tenant, join in any proceeding for contest or review of such taxes or assessments, but the entire cost of such joinder in the proceedings (including all costs, expenses, and attorneys' fees reasonably sustained by Landlord in connection therewith) shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as the result of such contest or review shall be for the account of Tenant.

Section 3.06. Utilities/Maintenance. From and after the Lease Commencement Date, as additional rent hereunder, Tenant shall pay or cause to be paid all charges for maintenance, security, water, heat, gas, electricity, cable, telephone, trash disposal, sewers and any and all other utilities used upon the Ground Leased Premises throughout the Term, including without limitation any connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity. So long as the Building is the only building on the Land, Tenant shall also pay all charges for maintenance, security and all utilities applicable to the parking and access ways located on the Land and/or subjected to the Non-Exclusive Easements. All contracts entered into

by Tenant for maintenance or security of the Land, other than for the Building, shall either have a term no longer than one year or be terminable on 90 days notice. Upon Landlord obtaining a certificate of occupancy for any building on the Land, other than the Building, Landlord shall have the option at any time thereafter to: (i) take over maintenance, security and any separately metered utilities of all of the parking facilities and access ways located on the Land and Tenant shall pay to Landlord monthly as additional rent Tenant's prorata share of such costs, based on the ratio that the square footage of space in the Building bears to the square footage of all buildings located on the Land; or (ii) pay to the Tenant the Landlord's prorata share of the cost of such utilities, maintenance and security services as are being paid by Tenant for the maintenance, security and any separately metered utilities of all of the parking facilities and access ways located on the Land (other than the Building), based upon the ratio that the square footage of space in the Building bears to the square footage of all buildings located on the Land. In no event shall Tenant be responsible for paying the charges for the installation, maintenance, security or utilities applicable to any general medical campus sign or fountain installed by Landlord.

Section 3.07. Security Deposit. No security deposit is required hereunder.

Section 3.08. Development Fees. Landlord shall not have any liability or responsibility for development fees, impact fees or other similar fees or charges pertaining to or arising out of development of the Project. Tenant shall pay timely all such fees or otherwise cause timely payment by the proper party responsible for payment. However, Landlord shall cooperate in the development of the Project so long as Landlord shall incur no cost or liability for such cooperation and such cooperation does not impair Landlord's rights to develop the remainder of the Land or any of Landlord's other real property adjacent to the Land. Such cooperation shall include, but not be limited to, execution of permits, applications, etc.

Section 3.09. Triple Net. All rent payable hereunder shall be paid as "triple net" rent without deduction or offset. It is the intent of the parties, except as is otherwise provided in this Lease, that, from and after the Rental Commencement Date, Tenant shall pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments arising after the Rental Commencement Date of every kind and nature incurred for, against, or in connection with the Ground Leased Premises, including without limitation all assessments, both regular and special, which may be due to any property association by virtue of recorded declarations, covenants and restrictions affecting the Ground Leased Premises or the Project, as same may be amended from time to time. It is the further intent of the parties that, from and after the Lease Commencement Date, Tenant shall pay or cause to be paid timely all insurance premiums, utilities expenses, and other charges of every kind and nature incurred for, against, or in connection with the construction of the Project. All such costs, charges, insurance premiums, taxes, utilities, expenses and assessments covering the Ground Leased Premises shall be appropriately prorated upon the Rent Commencement Date and upon the expiration of this Lease, except for any expenses such as insurance premiums which are not being assumed by or transferred for the benefit of Landlord.

Section 3.10. Regulatory Adjustment. Notwithstanding anything herein to the contrary, the parties agree to negotiate in good faith to modify this Lease (including the rental due

hereunder) if this Lease is challenged and determined to be invalid, illegal, or unenforceable by final order of a judicial or administrative forum having jurisdiction, or if an opinion of recognized counsel is provided to the effect that this Lease is or reasonably may be invalid, illegal, or unenforceable or may give rise to sanctions or penalties under regulations applicable to Landlord.

ARTICLE IV - PARKING

Tenant shall use its best efforts to see that employees of occupants of the Building park in spaces designated for such persons by Landlord. Landlord reserves the right to relocate and restructure parking from time to time. Parking places available for use by the Project shall be at least equal to the number originally installed by Tenant in connection herewith and, except for temporary parking during periods of construction, shall be comparably convenient.

ARTICLE V - IMPROVEMENTS AND ALTERATIONS

Section 5.01. Building. Tenant shall develop, construct and operate upon the Ground Leased Premises, at its sole cost and expense, the Building, and shall develop and construct the access ways, parking and landscaping on the Land as shown on the plans and specifications more fully described in Exhibit "C" attached hereto; provided, however, that Landlord shall reimburse Tenant the documented cost of rough grading the Building site and the site of the parking area and the documented cost of extending storm sewer, water, sewer and electrical utilities to the Building pad. The Project shall be constructed substantially in accordance with the preliminary plans and specifications more fully described in Exhibit C, unless otherwise agreed by Landlord in writing. Tenant shall submit final plans and specifications to Landlord for its approval, including all signage to be located on the Building or otherwise. Approval by Landlord shall not operate to relieve Tenant of its obligations herein. The review and approval of Landlord will be accomplished without unreasonable delay and approval will not be unreasonably withheld so long as the final plans and specifications are consistent with and at least equal in quality to those described on Exhibit C. If Landlord does not notify Tenant of any disapproval, or request any changes, within thirty (30) working days after submission, approval by Landlord shall be deemed to have been granted. If Landlord shall disapprove any portion of the final plans or specifications or request any amendments thereto, written disapproval describing specifically the items to which objection is registered or written request for amendments shall be delivered to Tenant within such thirty (30) day period. It is understood and agreed that Landlord and Tenant will work together in submitting and responding to requests for approvals in a reasonable manner and in an expeditious manner.

Section 5.02. Commencement of Construction. Landlord may reasonably request amendments or changes in the plans and specifications provided the requested amendment or change will not unreasonably delay the commencement or progress of construction of the Building. Landlord has the right to disapprove and require changes and corrections of any substandard items without incurring any costs and such costs shall be borne by Tenant. Subject to the provisions hereinbelow, the commencement of the site work will begin not later than June 30, 2002 and construction of the Building, access ways and parking will be completed not later than November 30, 2003, seventeen months from the date of commencement of construction. During construction of the Building, Tenant shall report monthly to Landlord on

the construction progress. After the plans and specifications in Exhibit C are approved by Landlord, Tenant shall make no material structural changes or alterations in the Building or other improvements or material changes in the external decor of such Building and other improvements without the prior written consent of Landlord. Nothing in this Lease shall be construed so as to subject the Ground Leased Premises or the Land, or permit the Ground Leased Premises or the Land to be subjected to, liens of any laborer, contractor, mechanic or materialman or to any other liens arising out of or connected with the development, site preparation, construction, maintenance, or demolition of any improvements, alterations or additions to existing improvements, unless Landlord expressly consents to such liens in writing. On Landlord's behalf, prior to commencement of construction, Tenant shall file a notice of non-responsibility by Landlord for mechanics' liens relative to the Building, the site preparation for the Land and the improvements shown on Exhibit C.

Section 5.03. Utilities. At Tenant's request and at Tenant's cost and expense (except as set forth in 5.01 above), Landlord shall enter into agreements with public utility companies approved by Landlord creating easements in favor of such companies for "Utility Facilities", as defined below, as reasonably are required in order to service the Project to be constructed and operated on the Ground Leased Premises; provided, however, that any such easements (i) may only be located within those areas of the Land which will not materially interfere with any improvements located upon the Land or constructed in connection with the Project; (ii) must be approved by Landlord as to location, size and the form of the easement agreement, which consent will not be unreasonably withheld or delayed; and (iii) may only be granted as non-exclusive easements. Tenant agrees, where requested by Landlord, to join in the grant of such easements and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same in the event Tenant's joinder is required in connection with any easements affecting any portion of the Land. The parties agree to use reasonable efforts to cause any encumbrances on the Ground Leased Premises to be subordinate to such easements, as may be required by any utility companies. For purposes of this Lease, "Utility Facilities" shall mean such underground conduits, wires, lines, pipes and mains and other underground electrical, gas, sanitary sewer, water and telephone and telecommunications structures and improvements necessary for the transmission and/or provision of electricity and electrical services, natural gas and natural gas services, sanitary sewer services, water and water services and telephone and telecommunications services to the Project and the improvements now or hereafter located thereon, and such pipes, mains, swales, lift stations and retention ponds and other improvements necessary for the provision of stormwater drainage services to the Project and the improvements now or hereafter located thereon.

Section 5.04. Additional Easement Rights and Obligations. With regard to the utility easements referred to herein, subject to Landlord's approval as set forth in 5.03 above and Landlord's reimbursement obligation in 5.01 above, Tenant shall, at Tenant's cost (i) have the right to and shall cause the construction of the utility improvements by a developer engaged by Tenant to construct the Project (the "Developer"), Tenant's general contractor and/or the utility company, as the case may be; and (ii) maintain the utility easement areas. All utility improvements constructed on or servicing the Ground Leased Premises shall remain upon the Ground Leased Premises at the termination of the Lease and shall, without compensation to Tenant, become the property of Landlord.

[RVIEWT000039SEP1520] [2009]

TAX EXEMP

R E A L P R O P E R T Y V I E W S C R E E N

ACCT: R11503-01-04A

OWNER: RICHLAND COUNTY

KEY: 01092524

YEAR: 2020

] PO BOX 192

PARENT:

ACRES: 44.7300

LEGAL:

COLUMBIA

SC 29202 0192

LOC: 5 RICHLAND MED PARK DR

#SU

TAXDIST: 1CC NBHD: C4A.00

#PR

ZNG: C-1 ZNG2: ZSUP:

VALUES

ASSMTS

RENTAL%

PROPERTY CLASSIFICATION

LAND: 8946000

%

PCA CODE: 0 NON-TAXABLE OR SCTC

BLDG: 97493300

%

]

IMPR: 1000

%

EXEMPTIONS: CGV

MARKET: 106440300

HSE YR/#: -

PERCENTAGE: %

AG USE:

QUAL CODE:

TAXABLE:

ADJUSTMENT#: DATE:

JV#:

MARKET DATA]

ACTIVITY: 2019/05/07

SALE DATE:1968/00/00 REASON FOR CHANGE:

BOOK/PAGE:D95 83 ASSESSMENT CHANGE:

PRICE: NOTIFICATION DATE:

FLAGGED?: N

FUNC: [] DATA: [

] SUB: [] YR: [2020]

MESSAGE:

] [@]

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0.00

THE STATE OF SOUTH CAROLINA
The S. L. Davis Company, Columbia, S. C.

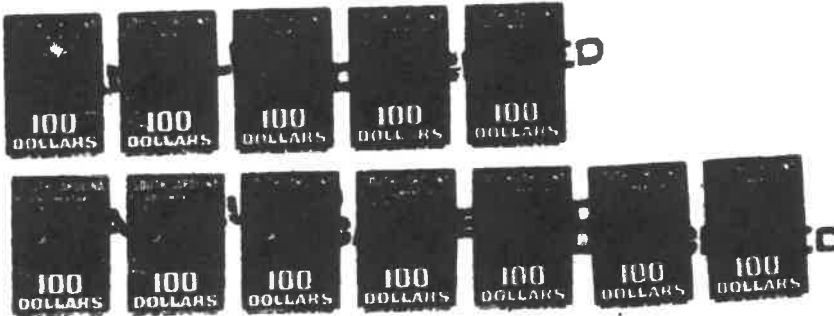
State of South Carolina,

COUNTY OF RICHLAND

JAN 15 4 25 PM '68

JOHN R. T. MAJOR
C. C. C. P. & G. S.

Know All Men by These Presents, That We, John C. B. Smith and
Daisy Christian Smith



in the State aforesaid, for and in consideration of the
sum of Six hundred thousand (\$600,000.00) Dollars
to us paid by Richland County
in the State aforesaid
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

RICHLAND COUNTY, its Successors or Assigns

brought up to date 1-1-68

All that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, containing Fifty (50 A.) acres, as shown and delineated on plat of property of John C. B. Smith by B. P. Barber & Associates, Engineers, dated November 29, 1965, recorded in the office of the Clerk of Court for Richland County in Plat Book X, page 414, being more particularly described and bounded as follows: COMMENCING at an iron on the South side of the right of way of Sunset Drive-S.C.Hwy.#16 thence running S. 88 deg. 43 min. E. Eleven hundred eighteen,05/100 (1118.05') ft. to an iron; thence turning and running S. 2 deg. 01 min. E. Four hundred thirty-eight,5/10 (438.5') ft. to a fence post; thence turning and running S. 87 deg. 59 min. E. Four hundred (400.0') ft. to a fence post; thence turning and running N. 2 deg. 01 min. E. One hundred thirty-five,5/10 (135.5') ft. to a fence post; thence turning and running N. 63 deg. 50 min. E. Two hundred thirty-three,3/10 (233.3') ft. to an iron on Sunset Drive; thence turning and running S. 50 deg. 38 min. E. along Sunset Drive Eight hundred five,7/10 (805.7') ft. to an iron at the intersection of said Sunset Drive and Colonial Drive; thence turning and running S. 25 deg. 47 min. W. along Colonial Drive Three hundred eighteen,5/10 (318.5') ft. to an iron; thence turning and running N. 70 deg. 09 min. W. Seven hundred eighty-six,5/10 (786.5') ft. to an iron; thence turning and running S. 03 deg. 14 min. E. Three hundred eighty three (383') ft. to an iron; thence turning and running S. 78 deg. 31 min. W. Four hundred eleven,7/10 (411.7') ft. to an iron; thence S. 76 deg. 57 min. W. Four hundred seventy-six,3/10 (476.3') ft. to an iron; thence S. 78 deg. 42 min. W. Four hundred eighty-seven,2/10 (487.2') ft. to an iron; thence S. 52 deg. 58 min. W. Two hundred seventeen,78/100 (217.78') ft. to an iron; thence N. 01 deg. 17 min. E. Fifteen hundred sixty-nine,05/100 (1569.05') ft. to the point of commencement. Said property being bounded as follows: On the North by Sunset Dr.-S.C.Hwy.#16 and property of Board of School Commissioners of School District #1, Richland County; Northeast by Sunset Dr.-Rd. S-326; Southeast by Colonial Drive-Rd.S-73; South by property of Margaret O. Brown, and the State of South Carolina, and on the West by property of John C. B. Smith; being a portion of the property received by Grantors under the

terms of the Will of the late John C. B. Smith, on file in the office of the Probate Judge for Richland County

This deed is executed in behalf of Daisy Christian Smith by John C. B. Smith under a power of attorney dated June 11, 1951, recorded in said Clerk's office on September 11, 1954 in Deed Book 141 at page 517.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said Richland County, its Successors and Assigns

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Richland County, its Successors and Assigns

Heirs and Assigns against us and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS Our Hand and Seal this 17th day of January

in the year of our Lord one thousand nine hundred and 68

and in the one hundred and 92nd

year of the Sovereignty

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

[Handwritten signature]

[Handwritten signature]
JOHN C. B. SMITH

(SEAL)

DAISY CHRISTIAN SMITH

(SEAL)

by: *[Handwritten signature]*
Attorney in fact

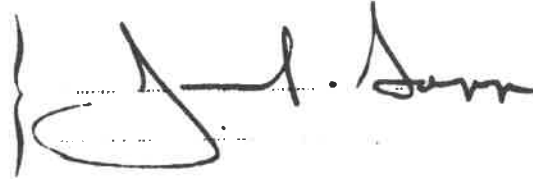
STATE OF SOUTH CAROLINA,
Richland COUNTY.

PERSONALLY appeared before me Joseph D. Sapp

and made oath that (s)he saw the within-named John C. Smith, and Daisy Christian Smith
by her Attorney in Fact, John C. B. Smith
sign, seal and as their act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with Daniel S Lewis witnessed the
execution thereof.

SWORN to before me this 12th
day of January, 19 64

Daniel S. Lewis (L.S.)
Notary Public of S. C.
My Commission expires 1-1-71



STATE OF SOUTH CAROLINA,
Richland COUNTY.

RENUNCIATION OF DOWER

I, Daniel S. Lewis, a notary public do hereby certify

unto all whom it may concern, that Mrs. Mary Adams Smith
the wife of the within-named John C. B. Smith

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for
ever relinquish unto the within named

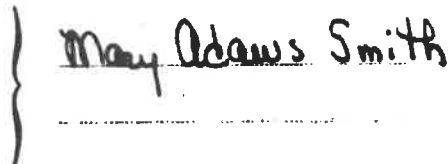
Richland County, its Successors

hereby

and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises
within mentioned and released.

Given under my Hand and Seal, this 12th
day of January

Anno Domini 19 64
Daniel S. Lewis (L.S.)
Notary Public of S. C.
My Commission expires 1-1-71



Book 00866-1232
2003110197 10/22/2003 15 08 07 34
Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00

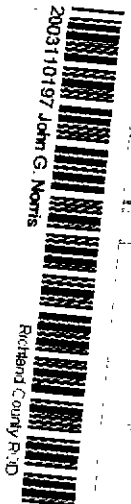
Easement

Attachment 6

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**UTILITIES, ACCESS AND PARKING
EASEMENT AGREEMENT**

THIS UTILITIES, ACCESS AND PARKING EASEMENT AGREEMENT (this "Agreement") is entered into this 22 day of October, 2003, by and between **RICHLAND MEMORIAL HOSPITAL** and **PALMETTO HEALTH ALLIANCE** (collectively, "Hospital"), **HMOB ASSOCIATES, L.P.**, a South Carolina limited partnership ("HMOB") and **MEDICAL PARK THREE LIMITED PARTNERSHIP**, a South Carolina limited partnership ("MPTLP").



INTRODUCTION: The Hospital owns and/or controls certain real property located in the City of Columbia, Richland County, South Carolina, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area") which is part of Hospital's campus which is more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Hospital Property").

The Hospital has leased to HMOB under that certain ground lease dated April 18, 1983, as amended and restated November 17, 1983, and as further amended January 23, 1995 (the "Ground Lease"), certain real property containing approximately 3.203 acres and being more fully described on Exhibit C, which is attached hereto and made a part hereof (the "Office Building Property"). The Office Building Property is improved with a four-story medical office building (the "Building"), a two-story parking garage ("Parking Garage"), and adjacent surface parking ("Surface Parking").

MPTLP through that certain Ground Lease (the "MPTLP Ground Lease") with Hospital dated December 1, 1985, as amended and restated June 20, 1987, recorded on July 9, 1987 with the Register of Deeds at Book 849, Page 51, an exclusive right to utilize portions of the Easement Area including the Surface Parking.

The Hospital, HMOB and MPTLP desire to create certain access easements, parking easements and certain utility easements on the Easement Area, as well as the certain access easements on the Hospital Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sum of \$10.00 paid by HMOB to the Hospital and MPTLP and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement covenant and agree as follows:

ARTICLE 1

DECLARATION; PERSONS BENEFITTED AND BOUND

1.01 Declaration. The Hospital and MPTLP declare that the Easement Area on the Hospital Property and every portion thereof is and shall be held, developed, occupied, used, leased, transferred, encumbered, sold, and conveyed subject to the rights, covenants, obligations,

duties, benefits, burdens, easements, and other provisions created, declared, or contained in this Agreement, until amended pursuant to the express provisions hereof.

1.02 Persons and Property Benefited and Bound.

A. The rights, covenants, obligations, duties, benefits, burdens, easements, and other provisions created, declared, or contained in this Agreement shall benefit the Office Building Property and bind the Easement Area and the Hospital Property, respectively, and each purchaser, tenant, invitee, licensee, user, security deed holder, and lien holder, of any portion of the Office Building Property or the Easement Area or the Hospital Property and each of their respective heirs, personal representatives, successors and assigns, and shall at all times hereafter be appurtenant to, affect, and run with the Ground Lease generally.

B. This Agreement shall be recorded in the Office of the Register of Deeds for Richland County, South Carolina and, when so recorded: (i) every deed, lease, security deed, or other instrument hereafter conveying, leasing, encumbering or in any way affecting title to or any interest in the Easement Area or the Hospital Property or the Office Building Property generally, or any portion thereof, shall refer to this Agreement and in any case shall be under and subject to this Agreement and to the rights, covenants, obligations, duties, benefits, easements, and other provisions herein created, declared, or contained, as though the same were therein fully recited and set forth in its entirety; and (ii) the execution or acceptance of any instrument, or the act of occupancy or use of the Easement Area or the Hospital Property or the Office Building Property generally, or any portion of either of them, shall constitute an agreement to be subject to and bound by this Agreement, and in acceptance and ratification of this Agreement.

ARTICLE 2

CREATION AND GRANT OF EASEMENTS

The Hospital and MPTLP hereby grant, sell, and convey to HMOB, its successors and assigns, for the term of the Ground Lease and any and all extensions, renewals or replacements thereof (or relating to MPTLP, the term of the MPTLP Ground Lease and any and all extensions, renewals or replacements thereof), the following irrevocable easements, all as set forth herein:

2.01 Ingress and Egress Easements. A non-exclusive easement on the Easement Area to use all sidewalks, roads or ways, and a non-exclusive right to utilize, subject to reasonable controls and restrictions imposed by the Hospital from time to time for safety and traffic control, all sidewalks, walkways, and streets located on the Hospital Property from time to time for purposes of pedestrian and vehicular ingress and egress to and from the Parking Garage, Surface Parking and the Office Building Property.

2.02 Utilities Easement. A non-exclusive easement to use, maintain and repair sewer, water, gas, electric, telephone, or other utility lines, pipes, facilities, or systems providing service to the Office Building Property (collectively called "utilities" or individually referred to as a "utility") on the Easement Area. In the event the easements so shown are incapable of satisfying HMOB's reasonable need for utility services, the Hospital and MPTLP agree that HMOB may make such additions, alterations, and expansions of the utilities and to take all other actions that may be reasonably necessary to cause the utilities to be sufficient for HMOB's use. Such work

shall require the Hospital's and MPTLP's prior consent, which consent shall not be unreasonably withheld, and shall be performed in such a manner as to minimize the disruption to the use of such systems and facilities by the Hospital and MPTLP and any other parties using such systems and facilities. HMOB shall be required to obtain any permits required in connection with such work and shall be solely responsible for the cost of such work. The Hospital and MPTLP agree to use its best efforts to assist HMOB in obtaining any required permits.

2.03 Storm Water Easement. A non-exclusive easement to collect and discharge storm water, including the right to discharge storm water through storm drains or into storm water management basins (collectively called "storm drains") and an easement to use, maintain and repair storm drains located within the Easement Area. In the event the storm drains located within the Easement Area are incapable of satisfying HMOB's reasonable need for storm drains, the Hospital and MPTLP agree that HMOB may make such additions, alterations, and expansions of the storm drains and to take all other actions that may be reasonably necessary to cause the storm drains to be sufficient for HMOB's use. Such work shall require the Hospital's and MPTLP's prior consent, which consent shall not be unreasonably withheld, and shall be performed in such a manner as to minimize the disruption to the use of such storm drains by the Hospital and MPTLP and any other parties using such storm drains. HMOB shall be required to obtain any permits required in connection with such work and shall be solely responsible for the cost of such work. The Hospital and MPTLP agree to use its best efforts to assist HMOB in obtaining any required permits.

2.04 Entry Onto and Use of Easement Area. A non-exclusive easement to enter upon the Easement Area to do whatever work is reasonably necessary to (A) ensure that the sidewalks, roads and ways located upon the Easement Area are maintained in good and serviceable condition, and (B) connect into, alter, expand, construct, or install the utilities and storm drains serving the Office Building Property ("Utilities Work"). HMOB agrees to hold the Hospital and MPTLP harmless with respect to any such entry and in connection with any Utility Work, further agrees to restore the Hospital's and MPTLP's property as nearly as reasonably possible to such condition as existed prior to such entry and work.

2.05 Non-Exclusive Parking Easement. A non-exclusive parking easement in those certain parking areas within the Easement Area; provided, however, that said parking easement is for customer parking in connection with the business operated from time to time at the Office Building Property and shall not be used for delivery or truck parking, overnight parking, storage or similar parking that shall constitute an unreasonably prolonged use of the parking area.

ARTICLE 3

ADDITIONAL OBLIGATIONS

3.01 Limitation of Rights. Nothing herein shall be construed as a grant to the general public. The easements described in this Agreement are not intended to benefit parcels of land other than those specifically identified herein without the consent in writing, in recordable form, of the Hospital and MPTLP.

3.02 Reservation of Rights. The easements and other rights and benefits granted in this Agreement are non-exclusive, and the Hospital and MPTLP reserve and retain the right to convey similar rights and easements to such other persons or entities as it may deem proper provided such subsequent conveyances do not unreasonably interfere with the easements and other rights and benefits granted in this Agreement.

3.03 Subordination. The Hospital and MPTLP shall use its good faith best efforts to cause action to be taken to make this Agreement senior and superior to any mortgage lien or any other matter of title which could adversely affect the rights and benefits granted HMOB hereunder. Any deed, lease, security deed, other security instrument, or other document hereafter conveying or creating an interest in or affecting any part or all of the Easement Area shall automatically and without further act or deed be subordinated to the terms and conditions of this Agreement.

3.04 Reasonable Access. The Hospital and MPTLP agree to not unreasonably interfere with HMOB's use and enjoyment of the easements as set forth herein, provided that temporary obstructions necessary for maintenance and repairs by the Hospital and MPTLP shall not be prohibited so long as reasonable access to the Building, the Surface Parking and the Parking Garage is afforded. The Hospital and MPTLP further agree that it shall not materially reconfigure, relocate and/or remove the sidewalks, roads and way located upon the Easement Area without the prior written consent of HMOB, which consent shall not be unreasonably withheld or delayed; provided that if Hospital elects to reconfigure, relocate and/or remove that portion of the Hospital Property described as Pedestrian and Vehicle Ingress-Egress Easement #2 on the attached Exhibit D, the Hospital shall provide HMOB alternative mutually agreeable ^{for} ingress and egress off and to Harden Street Extension, which alternative access will provide access to the Building, the Surface Parking and the Parking Garage.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.01 Utility Charges. Each party shall be responsible for paying the costs and expenses resulting from its own use of the utilities.

4.02 Effective Date; Amendments. This Agreement shall become effective upon execution. Subject to Section 4.07, this Agreement may be amended, from time to time, by recorded written instrument duly executed and acknowledged by the fee owner of the Easement Area and the ground lessee of the Office Building Property.

4.03 Invalidity. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included in this Agreement.

4.04 Headings. The paragraph titles and headings of this Agreement are for convenience of reference only, do not form a part hereof, and shall not affect the meaning or interpretation of this Agreement.

4.05 Pronouns and Plurals. All pronouns and any variation thereof are deemed to refer to the masculine, feminine or neuter, or the singular or plural, as the identity of the persons may require.

4.06 Parties in Interest. This Agreement shall bind and inure to the benefit of the Hospital, MPTLP and HMOB, and their respective successors and assigns.

4.07 Assignability. HMOB shall be entitled to assign and encumber all its rights hereunder from time to time in favor of any assignee of the Ground Lease or any leasehold mortgagee having a first mortgage lien on the Office Building Property, and this Agreement shall not be modified, amended or supplemented except as expressly provided herein in connection with redesignation of parking areas without the prior written consent of such leasehold mortgagee, with such consent not to be unreasonably withheld.

4.08 Termination. Notwithstanding anything contained herein to the contrary, any and all easements granted pursuant to this Agreement shall terminate upon the expiration or earlier termination of the Ground Lease and any and all extensions, renewals or replacements thereof or relating to any grants or consents of MPTLP, the term of the MPTLP Ground Lease and any and all extensions, renewals or replacements thereof.

4.09 Incidental Easement Relocation. The parties hereto agree to act reasonably and in good faith in connection with any relocation of the easements granted herein which are required by applicable government authorities, utility providers or similar circumstances. In connection therewith, the parties, to the extent required by any such relocations, shall execute appropriate amendments hereto incorporating final as-built and verified surveys and related property descriptions in place of the Exhibits attached hereto.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said easements belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said easements before mentioned to HMOB, its successors and assigns, subject to the terms hereof. The Hospital and MPTLP hereby bind themselves and their successors and assigns to warrant and defend all and singular the said easements unto HMOB against itself and its successors and assigns.

[SIGNATURE PAGES ATTACHED]

SIGNATURE PAGE OF UTILITIES AND ACCESS EASEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

RICHLAND MEMORIAL HOSPITAL

By: _____

Name: _____

Title: _____

RICHLAND COUNTY

[Handwritten signature]

[Handwritten signature]

By: *T. Cary McSwain*

Name: *T. Cary McSwain*

Title: *County Attorney*
_____ Richland County Attorney's Office

[Signature]
Approved As To LEGAL Form Only.
No Originals Needed As To Content.

PALMETTO HEALTH ASSOCIATES, L.P.

By: _____

Name: _____

Title: _____

HMOB ASSOCIATES, L.P.,
a South Carolina limited partnership

By: The Cogdell Group, Inc.
Its: General Partner

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for _____, do hereby certify that RICHLAND MEMORIAL HOSPITAL, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2003.

_____(SEAL)
My Commission Expires: _____

STATE OF S. C.)
COUNTY OF Richland)

ACKNOWLEDGMENT

I, W. Lightfoot, a Notary Public for Health Care do hereby certify that RICHLAND COUNTY, by T. George McSwain, its County Adm. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 15 day of October, 2003.

[Signature] (SEAL)
My Commission Expires: Apr 1, 2007

SIGNATURE PAGE OF UTILITIES AND ACCESS EASEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

[Signature]
Maggie L. Nobley

RICHLAND MEMORIAL HOSPITAL

By: [Signature]
Name: Elizabeth Mc Cullough
Title: Chairman

[Signature]
Maggie L. Nobley
Maggie L. Nobley

PALMETTO HEALTH ALLIANCE

By: [Signature] [Signature]
Name: Kester S. Freeman, Jr. Charles D. Beaman, Jr.
Title: Chief Executive Officer President

RICHLAND COUNTY

By: _____
Name: _____
Title: _____

HMOB ASSOCIATES, L.P.,
a South Carolina limited partnership

By: The Cogdell Group, Inc.
Its: General Partner

By: _____
Name: _____
Title: _____

STATE OF South Carolina)
COUNTY OF Richland)

ACKNOWLEDGMENT

I, Shaggy L. Noble, a Notary Public for South Carolina do hereby certify that RICHLAND MEMORIAL HOSPITAL, by Elizabeth McLellan its Chairman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14th day of October, 2003.

Shaggy L. Noble (SEAL)
My Commission Expires: Oct. 7, 2008

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for _____, do hereby certify that RICHLAND COUNTY, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2003.

_____(SEAL)
My Commission Expires: _____

STATE OF South Carolina)
COUNTY OF Richland)

ACKNOWLEDGMENT

I, Maggie L. Hobley, a Notary Public for South Carolina do hereby certify that PALMETTO HEALTH ALLIANCE, by Heather S. Freeman, Jr., its Charles D. Beaman, Jr., its CEO + President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14th day of October, 2003.

Maggie L. Hobley (SEAL)
My Commission Expires: Oct. 7, 2008

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for _____, do hereby certify that HMOB ASSOCIATES, L.P., a South Carolina limited partnership, by The Cogdell Group, Inc., by _____, its General Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2003.

(SEAL)
My Commission Expires: _____

SIGNATURE PAGE OF UTILITIES AND ACCESS EASEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

RICHLAND MEMORIAL HOSPITAL

By: _____

Name: _____

Title: _____

RICHLAND COUNTY

By: _____

Name: _____

Title: _____

PALMETTO HEALTH ALLIANCE

By: _____

Name: _____

Title: _____

HMOB ASSOCIATES, L.P.,
a South Carolina limited partnership

By: The Cogdell Group, Inc.
Its: General Partner

Kenya Wingate
Karen Poterch

By: *Charles M. Handy*

Name: *CHARLES M. HANDY*

Title: *COO / CFO*

**MEDICAL PARK THREE LIMITED
PARTNERSHIP,**
a South Carolina limited partnership

By: The Cogdell Group, Inc.
Its: General Partner

Kenza Wingate
Karen Poterak

By: Charles M. Handy
Name: CHARLES M. HANDY
Title: COO / CFO

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for _____, do hereby certify that PALMETTO HEALTH ALLIANCE, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2003.

_____(SEAL)

My Commission Expires: _____

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I, Janice P. Self, a Notary Public for North Carolina, do hereby certify that HMOB ASSOCIATES, L.P., a South Carolina limited partnership, by The Cogdell Group, Inc., by Charles M. Handy, its General Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13 day of October, 2003.

Janice P. Self (SEAL)
My Commission Expires: 5/15/07

STATE OF North Carolina)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I, Janice P. Self, a Notary Public for North Carolina do hereby certify that MEDICAL PARK THREE LIMITED PARTNERSHIP, a South Carolina limited partnership, by The Cogdell Group, Inc., by Charles M. Handy, its General Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13 day of October, 2003.

Janice P. Self (SEAL)
My Commission Expires: 5/15/07

EXHIBIT APEDESTRIAN & VEHICLE INGRESS-EGRESS & NON-EXCLUSIVE PARKING EASEMENT #1

COMMENCING AT A 1" PINCHED TOP PIPE, BEING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF HARDEN STREET EXTENSION (ROAD P-4002) AND THE EASTERN RIGHT-OF-WAY OF MEDICAL PARK ROAD (ROAD S-40-2091) AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF MEDICAL PARK ROAD THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF N63°49'32"W FOR A DISTANCE OF 33.99' TO A 5/8" REBAR, THENCE IN A DIRECTION OF N19°14'40"W FOR A DISTANCE OF 161.50' TO A 5/8" REBAR, AND THEN ALONG A CURVE TO THE RIGHT IN A DIRECTION OF N05°36'40"W FOR A CHORD DISTANCE OF 311.81' (SAID CURVE HAVING AN ARC DISTANCE OF 314.48' AND A RADIUS OF 696.24') TO A MAG NAIL (POINT OF BEGINNING #1), THIS BEING THE POINT OF BEGINNING. THENCE TURNING AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF MEDICAL PARK ROAD IN A DIRECTION OF N08°49'59"E FOR A DISTANCE OF 49.95' TO A POINT, THENCE TURNING AND PROCEEDING ACROSS THE PROPERTY OF RICHLAND COUNTY MEMORIAL HOSPITAL THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF S53°12'48"E FOR A DISTANCE OF 27.20' TO A POINT, THENCE IN A DIRECTION OF S81°24'32"E FOR A DISTANCE OF 126.07' TO A POINT, THENCE IN A DIRECTION OF S08°35'39"W FOR A DISTANCE OF 10.79' TO A POINT, THENCE IN A DIRECTION OF S81°24'21"E FOR A DISTANCE OF 106.00' TO A POINT, THENCE IN A DIRECTION OF N08°35'39"E FOR A DISTANCE OF 10.70' TO A POINT, THENCE IN A DIRECTION OF S81°24'21"E FOR A DISTANCE OF 112.66' TO A POINT, AND THEN IN A DIRECTION OF S08°35'39"W FOR A DISTANCE OF 120.90' TO A 5/8" REBAR; THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF HMOB ASSOCIATES, LP THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF N81°24'32"W FOR A DISTANCE OF 77.90' TO A 5/8" REBAR, THENCE IN A DIRECTION OF N08°35'28"E FOR A DISTANCE OF 86.00' TO A MAG NAIL, AND THEN IN A DIRECTION OF N81°24'32"W FOR A DISTANCE OF 291.00' TO A MAG NAIL, THIS BEING THE POINT OF BEGINNING. THIS PARCEL CONTAINS 0.427 ACRE (18,609 SQUARE FEET).

EXHIBIT B

PROPERTY NO. 21:

Fee simple owner: County of Richland

Richland Memorial Hospital location

PARCEL 1:

All that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, containing 50 acres, as shown and delineated on plat of property of John C. B. Smith by B.P. Barber & Associates, Engineers, dated November 29, 1965, recorded in the office of the Clerk of Court for Richland County in Plat Book X, page 444, being more particularly described and bounded as follows: COMMENCING at an iron on the South side of the right of way of Sunset Drive - S.C. Highway #16 thence running S88°43'E 1118.05 feet to an iron; thence turning and running S2°01'E 438.50 feet to a fence post; thence turning and running S87°59'E 400.00 feet to a fence post; thence turning and running N2°01'E 135.50 feet to a fence post; thence turning and running N63°50'E 233.30 feet to an iron on Sunset Drive; thence turning and running S50°38'E along Sunset Drive 805.70 feet to an iron at the intersection of said Sunset Drive and Colonial Drive; thence turning and running S25°47'W along Colonial Drive 318.50 feet to an iron; thence turning and running N70°09'W 786.50 feet to an iron; thence turning and running S03°14'E 383.00 feet to an iron; thence turning and running S78°31'W 411.70 feet to an iron; thence S76°57'W 476.30 feet to an iron; thence S78°42'W 487.20 feet to an iron; thence S52°58'W 217.78 feet to an iron; thence N01°17'E 1569.05 feet to the point of commencement. Said property being bounded as follows: On the North by Sunset Drive - S.C. Hwy #16 and property of Board of School Commissioners of School District #1, Richland County; Northeast by Sunset Drive - Rd S-326; Southeast by Colonial Drive - Rd. S-73; South by property of Margaret O. Brown and the State of South Carolina, and on the West by property of John C. B. Smith.

PARCEL 2:

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown as Parcel "A", containing 4.00 acres and Parcel "B", containing 0.63 acres, both being shown on a plat prepared for Board of School Commissioners, School District No. 1 of Richland County by B. P. Barber & Associates, Inc., dated September 20, 1965 and recorded in the R.M.C. Office for Richland County in Plat Book 34 at page 141.

EXHIBIT B (Continued)

LESS AND EXCEPT:

All that certain piece, parcel or lot of land lying and being in the County of Richland, State of South Carolina, containing .28223 acres, more or less; said lot is triangular in shape and is bounded as follows: on the west by land now or formerly of Smith whereon it measures 253.80 feet; on the east by the Columbia Hospital Frontage Road (proposed) whereon it measures 144.60 feet; and on the south by the Harden Street Extension (proposed) whereon it measures 112.50 feet. Said property is more particularly shown in a plat prepared by the South Carolina Highway Department, dated April 30, 1971, to be recorded in the Richland County Courthouse.

EXHIBIT C

LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land located in the County of Richland, State of South Carolina, consisting of 3.203 acres, as shown on a plat prepared for HMOB Associates, L.P. dated June 25, 1998 by B.P. Barber & Associates, Inc. recorded in Record Book 123, at page 362 in the Office of the Register of Deeds for Richland County.

EXHIBIT D

PEDESTRIAN & VEHICLE INGRESS-EGRESS EASEMENT #2

COMMENCING AT A 1" PINCHED TOP PIPE, BEING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF HARDEN STREET EXTENSION (ROAD P-4002) AND THE EASTERN RIGHT-OF-WAY OF MEDICAL PARK ROAD (ROAD S-40-2091) AND PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF HARDEN STREET EXTENSION IN A DIRECTION OF N71°10'28"E FOR A DISTANCE OF 314.48' TO A MAG NAIL (POINT OF BEGINNING #2), THIS BEING THE POINT OF BEGINNING. THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF HMOB ASSOCIATES, LP IN A DIRECTION OF N14°15'32"W FOR A DISTANCE OF 243.68' TO A 5/8" REBAR, THENCE TURNING AND PROCEEDING ACROSS THE PROPERTY OF RICHLAND COUNTY MEMORIAL HOSPITAL THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF S81°24'32"E FOR A DISTANCE OF 190.76' TO A POINT, THENCE IN A DIRECTION OF S07°17'01"W FOR A DISTANCE OF 71.47' TO A POINT, AND THEN IN A DIRECTION OF S13°57'47"W FOR A DISTANCE OF 113.41' TO A POINT, THENCE TURNING AND PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF HARDEN STREET EXTENSION IN A DIRECTION OF S73°48'30"W FOR A DISTANCE OF 95.97' TO A MAG NAIL, THIS BEING THE POINT OF BEGINNING. THIS PARCEL CONTAINS 0.683 ACRE (29,751 SQUARE FEET).

ATTENTION: NEXT SERVICE DELIVERY
COMPLIANCE 210 33305
P.O. QUAMEN 5439
MEXSEN PHOENIX TACOBS & BOGARD' LLC
PHOENIX RECORDS/PHOENIX RECORDS



PROJECT
Phase II - Groundwater Well Facilities

Prisma Health Richland
5 Richland Medical Park
Columbia, SC 29203

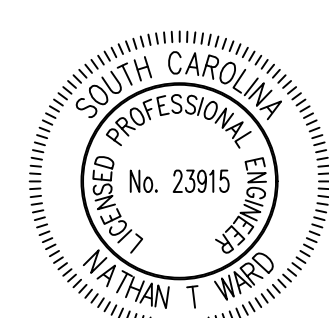
CLIENT
Prisma Health Richland

5 Richland Medical Park
Columbia, SC 29203
803.296.5880 tel
www.palmettohealth.org

CONSULTANT

AECOM
101 Research Drive,
Columbia, SC 29203
803.254.4400 tel 803.771.6676 fax
www.aecom.com

REGISTRATION



ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	7-9-2020	RECORD DRAWING
IR	DATE	DESCRIPTION

KEY PLAN

SHEET SCALE: AS SHOWN

PROJECT & FILE NUMBER

PROJECT NUMBER: 60554963
FILE NUMBER: 37,197-B94

SHEET TITLE

OVERALL SITE PLAN
RECORD DRAWING

SHEET NUMBER

C00.00

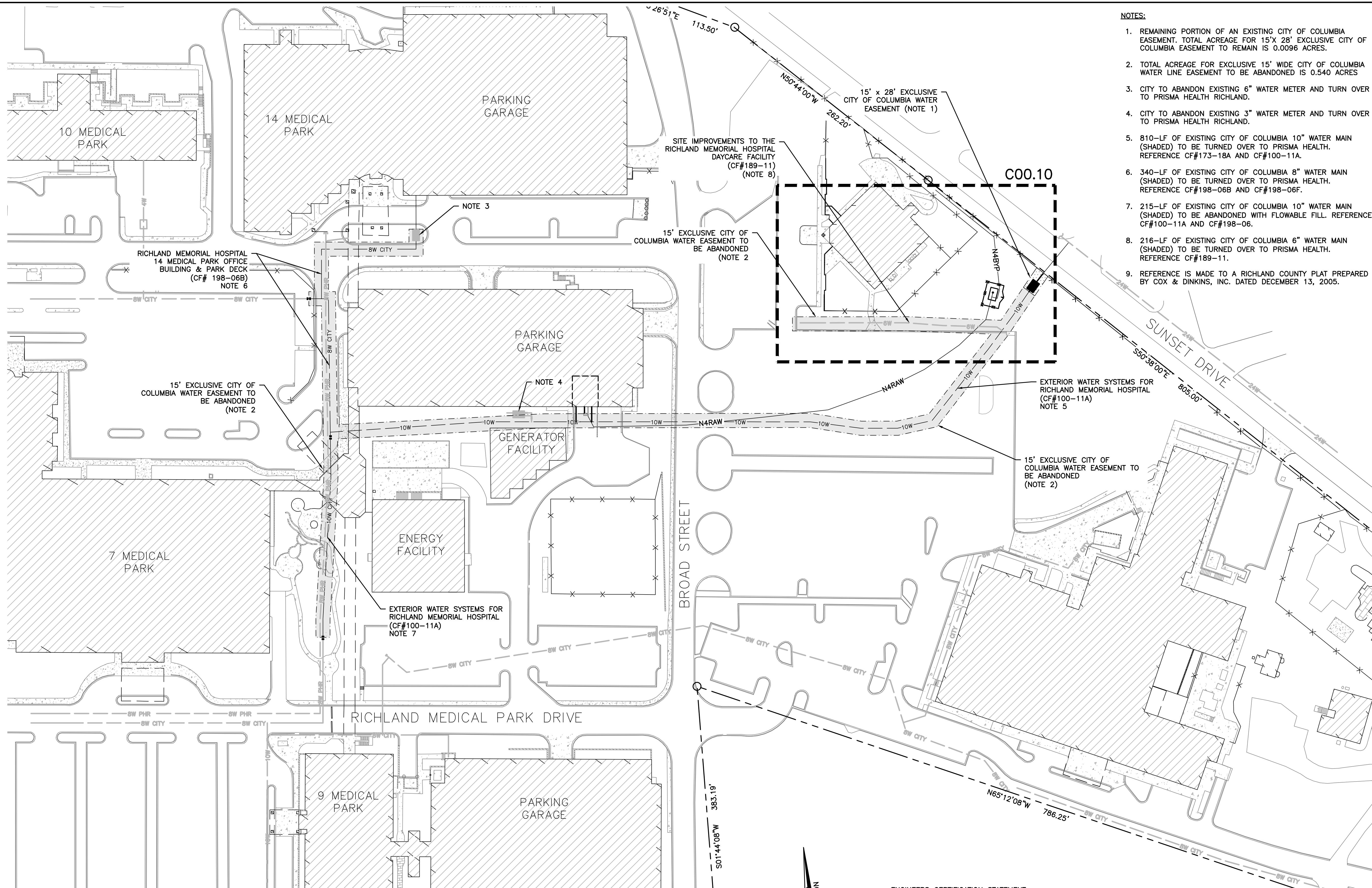
NOTES:

1. REMAINING PORTION OF AN EXISTING CITY OF COLUMBIA EASEMENT, TOTAL ACREAGE FOR 15' X 28' EXCLUSIVE CITY OF COLUMBIA EASEMENT TO REMAIN IS 0.0096 ACRES.
2. TOTAL ACREAGE FOR EXCLUSIVE 15' WIDE CITY OF COLUMBIA WATER LINE EASEMENT TO BE ABANDONED IS 0.540 ACRES
3. CITY TO ABANDON EXISTING 6" WATER METER AND TURN OVER TO PRISMA HEALTH RICHLAND.
4. CITY TO ABANDON EXISTING 3" WATER METER AND TURN OVER TO PRISMA HEALTH RICHLAND.
5. 810-LF OF EXISTING CITY OF COLUMBIA 10" WATER MAIN (SHADED) TO BE TURNED OVER TO PRISMA HEALTH. REFERENCE CF#173-18A AND CF#100-11A.
6. 340-LF OF EXISTING CITY OF COLUMBIA 8" WATER MAIN (SHADED) TO BE TURNED OVER TO PRISMA HEALTH. REFERENCE CF#198-06B AND CF#198-06F.
7. 215-LF OF EXISTING CITY OF COLUMBIA 10" WATER MAIN (SHADED) TO BE ABANDONED WITH FLOWABLE FILL. REFERENCE CF#100-11A AND CF#198-06.
8. 216-LF OF EXISTING CITY OF COLUMBIA 6" WATER MAIN (SHADED) TO BE TURNED OVER TO PRISMA HEALTH. REFERENCE CF#189-11.
9. REFERENCE IS MADE TO A RICHLAND COUNTY PLAT PREPARED BY COX & DINKINS, INC. DATED DECEMBER 13, 2005.

ENGINEERS CERTIFICATION STATEMENT:

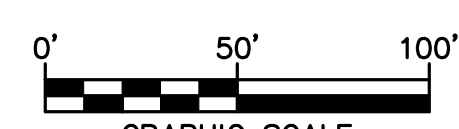
THESE RECORD DRAWINGS ARE A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, BASED ON OBSERVATIONS DURING CONSTRUCTION, MY ASSESSMENT OF THE COMPLETED WORK AND REVIEW OF THE "AS-BUILT" SURVEY, THE PROJECT INCLUDING WATER MAINS WAS COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH THE INTENT OF THE PERMITS, APPROVED PLANS, AND SPECIFICATIONS.

PAGE 2 OF 3
CITY FILE #347-16



OVERALL PLAN

SCALE: 1" = 50'



ANSI D 22' x 34' Approved: RTH Checked: NTV Designer: RMD Project Management Initials: Project Eng: NTV

Richland County Council Request for Action

Subject:

Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction

Notes:

November 19, 2020 – The D&S Committee recommended Council to authorize Administration to engage a third-party consultant to undertake a comprehensive review of Richland County’s long-term needed facilities and service delivery planning and construction work. Additionally, Administration will newly brand this plan and discontinue formal references to Richland Renaissance moving forward.

Richland County Council Request for Action

Subject:

I move to that we authorize the administration to engage a third-party consultant to undertake a comprehensive review of Richland County's long-term needed facilities and service delivery planning and construction work. Additionally, Administration will newly brand this plan and discontinue formal references to Richland Renaissance moving forward

Notes:

November 19, 2020 – The D&S Committee recommended Council table this item.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	
Date Prepared:	November 02, 2020	Meeting Date:	November 17, 2020
Legal Review	Elizabeth McLean via email	Date:	November 06, 2020
Budget Review	James Hayes via email	Date:	November 05, 2020
Finance Review	Stacey Hamm via email	Date:	November 05, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Development & Services		
Subject:	Construction of a new Emergency Services EOC and facilities.		

STAFF’S RECOMMENDED ACTION:

It is recommended Council authorize Administration to move forward with construction of Emergency Services Headquarters, EOC and EMS facilities on property previously purchased for the project and return to Council with a funding strategy.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Issuing a bond to fund the project is recommended.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

Move that Richland County proceed with completing the plan to move the EOC/EMS out of the windowless basement of the parking garage to the old junkyard property brought years ago for that purpose at the corner of Two Notch Rd and Cushman Drive

Council Member	Jim Manning, District 6
Meeting	Regular Session
Date	October 20, 2020

STRATEGIC & GENERATIVE DISCUSSION:

The purpose of this report is to obtain Council's approval to move forward with construction of the Emergency Services Headquarters, EOC and EMS facilities so that ESD has the necessary space to address the issues of emergencies and disasters. Not addressing the space needs of the Emergency Services Department will have a negative impact on providing essential services during emergencies and disasters. The site for the project has been secured. The next steps in the project are:

1. Identify a funding source.
2. Select an architect for the design.
3. Bid the project to select the construction company.
4. Complete construction.

Currently, the Emergency Services Department operates from the basement of the parking garage at 2020 Hampton Street. This includes emergency management planners, the Emergency Operations Center (EOC), Emergency Medical Service, Communications, Fire Marshals, Hazardous Materials Permitting, Logistics - equipment & supplies, and all support services. The Emergency Services Department moved into the pre-existing space in January 1994 because the old hospital building where ESD was located, was torn down to make room for the new Administration and Health Department buildings that currently occupy the site. The space under the parking garage was grossly inadequate at the time to accommodate the divisions of the Emergency Services Department and has only gotten worse. The existing space will soon require extensive repairs and improvements. ESD has received notice in several federal evaluations of having inadequate space in the EOC during exercises. Working in the EOC during actual and prolonged events has proven to be very difficult. Inadequate parking for ESD is also a problem that impacts other 2020 employees and visitors coming to the administration building. Moving ESD away from the 2020 complex will free up parking space.

Emergency Services provides essential services to the residents and visitors of Richland County. In addition, the state capital, numerous federal buildings, Fort Jackson, McEntire Base, the University of South Carolina, Benedict College, Midlands Technical College, Allen University, three major Interstates, railways and other critical infrastructure are part of the Richland County threat assessment and may present planning and response challenges.. Over the last five years, we have mitigated the effects of hurricanes, winter storms, tornados, hazardous material incidents and the 2015 flood. Including the 2015 flood, we had 14 major events or declared disasters in Richland County requiring the EOC to open.

It has been a struggle to properly manage the problems associated with events and disasters in the current EOC. The Pandemic of 2020 has also exacerbated the problems and issues with the inadequate facility.

New facilities are needed In order to properly address the challenges presented by emergencies and disasters. In 2013, Council recognized the issues and began planning for a new Emergency Services Headquarters, EOC and EMS facility. In 2013, property was purchased on Two Notch Road at Cushman Drive. An environmental study was performed on the site prior to purchase. The 14-acre site will house the Headquarters/EOC, EMS facility and logistics. Council also appropriated \$6 million dollars to start the design and site work for the facility. In 2016, Architects Design Group located in Winter Park, Florida conducted a space study. The space study addressed the need for adequate space for reliable and redundant systems to properly prepare, plan, respond and recover from emergency and disaster

threats. It includes features that will help with “social distancing’ recommendations. It also addresses space for EMS and logistics and includes a new 911 communications center that has since been taken out of the project. The estimated cost for the entire project was \$27.8 million and was based on building the facilities to withstand a category three hurricane. There are opportunities to identify cost savings in the project.

When the renaissance project began, the funding initially allocated by Council for the ESD project was diverted and used to help fund the purchase of renaissance properties.

Just as the current ESD space is used on a daily basis, all space designed into the new facilities will be utilized before, during and after a disaster or major emergency. The space will not sit idle.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

None

Richland County Council Request for Action

Subject:

Sale of Property located on Farrow Rd. (Tax map Numbers #R17300-02-10 and #17300-02-33)

Notes:

November 19, 2020 – The A&F Committee recommended staff create a list of surplus property, in conjunction with the council members whose district the property lies in.



Agenda Briefing

Prepared by: Hayden Davis, Project Manager- Facilities
Department: Operational Services
Date Prepared: September 15, 2020 **Meeting Date:** October 27, 2020

Legal Review	Elizabeth McLean via email	Date:	September 16, 2020
Budget Review	James Hayes via email	Date:	September 15, 2020
Finance Review	Stacey Hamm via email	Date:	September 15, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee Administration & Finance

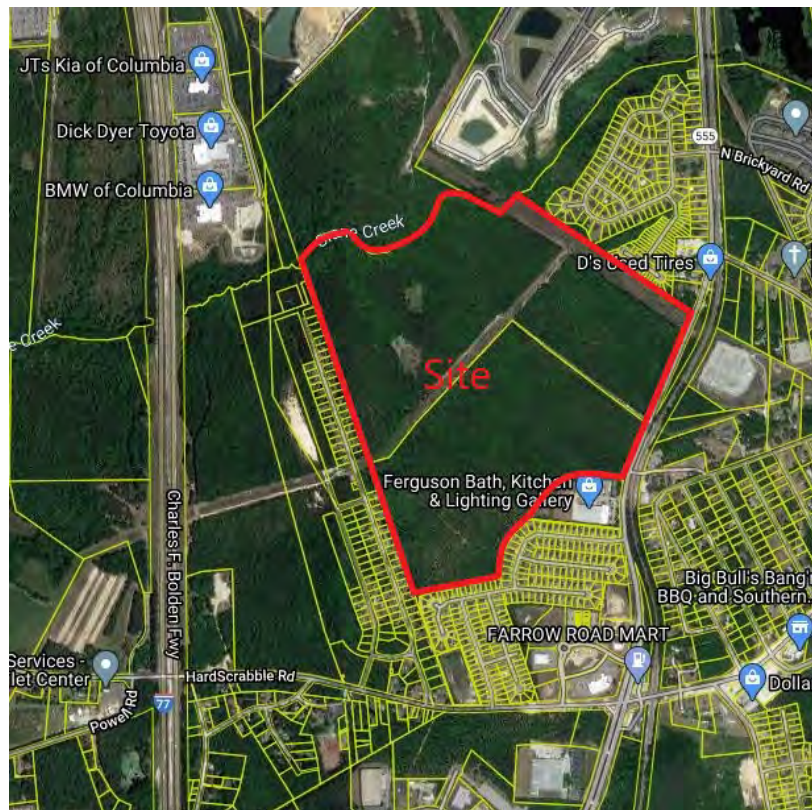
Subject: Sale of Property located on Farrow Rd. (Tax map Numbers #R17300-02-10 and #17300-02-33)

Recommended Action:

As this request was generated by an outside Purchaser submitting an unsolicited “Contract for Sale” document to Richland County, staff takes a neutral position on the divestment of the property.

Motion Requested:

To advise staff on Council’s intention regarding the property on Farrow Road, listed as Tax map Numbers #R17300-02-10 and #17300-02-33. (See highlighted area in the graphic below.)



Four different and mutually exclusive options are presented for Council's consideration:

Option 1: Move to continue to hold the property as an asset of Richland County for potential future development and economic improvement or for sale at a later date. This action will result in staff taking no immediate action on the property.

Option 2: Move to accept the "Contract for Sale" offer from the Purchaser (Winding Path, LLC) and start the process of disposing of the property immediately. This action will result in staff contacting with an appraisal firm to perform a Fair Market Value (FMV) assessment and for County Council to enter into negotiations with the proposed Purchaser with expectations of executing a "Contract for Sale" document based on the Fair Market Value (FMV).

Option 3: Move to list the property on the Surplus Real Property List (SRPL) and have staff market the property for sale as guided by the "Acquisition, Lease, Disposal of County Real Property" operational procedures document. (See Attachment A for copy of the document) This action will result in staff taking action on the property as described in the document listed above.

Option 4: Move to instruct staff on how to proceed in a different manner as per the will of Council. This action will result in staff proceeding as instructed by Council.

Request for Council Reconsideration: Yes

Fiscal Impact:

The properties were initially purchased by Richland County on November 11, 2006 for a total cost of \$6,800,000 for both parcels, according to the County's Economic Development Department.

The County's GIS website shows parcel R17300-02-10 has an Assessed Market Value (AMV) of \$2,436,600.00 for the 121.830 acres. Parcel R17300-02-33 shows an Assessed Market Value (AMV) of \$1,696,400.00 for the 84.820 acres.

Therefore, the total estimated Assessed Market Value (AMV) is \$4,133,000.00 for the +/-206.65 acres.

Option 1: Continue to hold the property as an asset: There would be no direct financial impact to this option. However, the property would remain off the tax rolls and would not generate any real estate tax revenues to the County.

Option 2: Accept Contract for Sale: The current offer submitted by the Purchaser (Winding Path, LLC) is in the amount of \$1,800,000.00 for the total +/-206.65 acres.

If the offer is accepted outright, the fiscal impact is a direct loss of **at least \$5,000,000** to the County from the original purchase price.

It is staff's advisement to not accept the current offer outright without first having a Fair Market Value (FMV) appraisal completed as called for in the Acquisition, Lease, Disposal of County Real Property operational procedures document recently approved by County Council, and for County Council to enter into negotiations with the proposed Purchaser based on the established Fair Market Value (FMV). "Properties are bought and sold according to Fair Market Value (FMV) rather than Assessed Market Value (AMV)"

However, the property is currently not on the tax rolls. Selling it to a private investor would result in the property returning to the tax rolls. (Estimated revenues generated cannot be determined without more information from the developer.)

Option 3: List the property on the Surplus Real Property List: If the property is listed on the Surplus Real Property List (SRPL), the property will be marketed, potentially soliciting a higher or lower purchase price. If an offer is solicited through this process, this offer would be brought before Council for consideration. This action could result in a higher or lower fiscal impact to the County.

Option 4: Instruct staff on how to proceed in a different manner: The financial impact would have to be determined based upon the direction provided by Council.

Motion of Origin:

There is no associated Council motion of origin. Staff is moving this item forward at the request of the proposed Purchaser (Winding Path, LLC).

Council Member	
Meeting	
Date	

Discussion:

The properties were purchased by Council in 2006 with the intention of developing the asset into a sports/entertainment facility. Through different proposed purposes and studies, the proposed projects never panned out as viable or acceptable to full Council. Therefore, the property currently remains undeveloped.

The properties are currently zoned as M-1 (Light Industrial District). The properties also have wetlands and sections of floodways and flood zones. The property also has electrical and gas easements crossing it. See the graphic below indicating these.



From RC GIS website: Wetlands – green, Floodway – red, Flood zones – yellow & orange

The proposed Purchaser (Winding Path, LLC) has indicated via email (Attachment B) that the property will be developed into a residential subdivision. (This will require the property to be re-zoned.) According to the same email, the Purchaser based the offer on a sale they felt was comparable (a 137+/- acre parcel) that is scheduled to close in the next 30 days.

If the will of the Council is to sell the Property to the Purchaser (Winding Path, LLC), then staff will work with the Legal Department and Procurement to obtain a Fair Market Value appraisal; and start the process for County Council to negotiate/execute a “Contract for Sale” document based on the Fair Market Value and start the due diligence process.

If the will of the Council is to divest Richland County's ownership interest in the property and list it on the Surplus Real Property List (SRPL), staff will start the process of listing the property with a Procurement qualified private broker. A notice will be published on the County's website, and the property will be listed in the South Carolina Business Opportunities Newsletter (SCBO), as described in the "Acquisition, Lease, Disposal of County Real Property" operational procedures document that was recently approved by Council.

Attachments:

1. Copy of Acquisition, Lease, Disposal of County Real Property operational procedures document
2. Contract of Sale as Submitted by Winding Path, LLC on July 24, 2020 via email
3. E-mail from Purchaser representative
4. Agenda Briefing Addendum dated November 02, 2020

Acquisition, Lease, and Disposal of County Real Property

I. Purpose

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council for real property acquisition and disposal.

Authority

S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power “(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;” and “(3) to make and execute contracts.”

Nothing herein shall diminish County Council’s authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

II. Acquisition of Real Property

The County may acquire property for such purposes as, including but not limited to, the following:

1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

Procedures

Real property acquisition should be based upon fair market value, unless circumstances indicate an acquisition can be made for a lesser value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
- b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address
- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
 - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
 - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

III. Disposal of Real Property

The County may dispose of surplus real property by sale or lease for, including but not limited to, the following purposes:

1. When the County does not intend to use or have a need for the real property; or
2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
5. Economic development.

Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council.

Surplus real property shall be disposed of by one of the following methods:

- a. Sealed bid process for real property valued up to \$25,000;
- b. Listing the property with a Procurement qualified private broker for real property valued at more than \$25,000;

- c. Listing the property for auction when a selected, Procurement qualified broker recommends that this method is the most advantageous for the County; or
- d. Any other method determined by the County Administrator, with the approval of County Council, to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate. The failure to provide the notice described herein shall not compromise the County governing body's power to dispose of property under the Home Rule portions of State law cited herein.

Unless otherwise directed provided by resolution, real property on the SRPL is approved by the County Council for sale and may be sold for:

- a. Not less than the fair market value, with fair market value being determined by:
 - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
 - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.

The general terms of sale shall be within the discretion of County Council.

All properties, independent of their values, shall be subject to disposition process as outlined in this policy.

The County Administrator, through the Finance Department (Procurement Division), shall provide to the County Council an annual report in the month of January, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30th, which report shall contain:

- a. Property names and addresses;
- b. The approximate size of each real property;
- c. The acquisition amount paid for each real property and acquisition date;
- d. Surplus date;
- e. All appraisals and estimates, if any;
- f. The consideration received in the sale of each property;
- g. The names of buyer(s) involved in each transaction; and
- h. The date of sale.

Proceeds from the sale of surplus real property will be credited as follows:

- a. If purchased with General Fund funds or previously donated to the County: proceeds will be credited to the General Fund Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.
- b. If purchased with Special Revenue funds: proceeds will be credited to the respective fund with which the purchase was paid from such Accommodations Tax, Hospitality Tax, Emergency Telephone, Economic Development, Transportation funds, etc.

- c. If purchased with Enterprise funds: proceeds will be credited to the respective fund with which the purchase was paid from such as Utilities, Solid Waste, Airport, etc.

IV. Real Property Asset Classifications

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

- a. General Government
- b. Public Safety
- c. Public Works
- d. Economic Development
- e. Health and Social Services

V. Use of an Agent or Broker

When listing the real property with a private broker as appropriate and necessary, the County Administrator may solicit and contract with a real-estate broker to represent the County for purchase and divestiture of real property greater than \$25,000. The broker must be from and familiar with the area in which the property is being sold. The Procurement Division will establish a list of qualified brokers for use by the County Administrator in selecting the broker who will best meet the needs of the County.

The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under \$25,000 may not require the professional services of a real-estate broker and may be disposed of through a sealed bid process.

VI. Relevant State Laws and County Ordinances

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

“...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property...”

Richland County Ordinance 2-29 states:

“Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County”

Richland County Ordinance 2-143 states:

“Procurement...

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property”

VII. Definitions

As used in this policy, the following term shall mean:

Real property or Property. The term “real property” or “property” shall include lands, tenements, and hereditaments.

Real Estate Broker. A person who has taken education beyond the agent level as required by state laws and has passed a broker’s license exam. Brokers can work alone or can hire agents to work for them.

Real Estate Commissions
Economic Development Committee Meeting

February 5 2019

Overview

Richland County has added more than 500 acres to its inventory in the past five years. The goal in adding these properties is

Recommendation

Staff recommends the adoption of commissions as a practice with the following policies and procedures:

- 1) **Client Registration**: Commercial/industrial real estate brokers/agents shall submit to the Department of Economic Development a copy of an executed buyer/tenant representation agreement wherein the effective dates of such agreement are clearly spelled out. The registration shall clearly indicate which tract(s) of County-owned real estate are being exposed to the specific client. The Department will notify the broker/agent that the representation agreement has been received and accepted and placed in a confidential file in the Department's offices. Unless the Department receives a copy of an executed extension agreement from the broker/agent, then the registration will be voided by the Department as of the ending date in the original agreement.
- 2) **Raw Land Sales Commissions**: The County shall pay at the closing of the sale a commission of 3% on raw land where the total sales price or value is \geq \$1 million. The County shall pay at the closing of the sale a commission of 4% on raw land where the total sales price or value is $<$ \$1 million.
- 3) **Building Sales**: The County shall pay at the closing of the sale a commission of 3.5% on the total sales price or value of a building, to include the land upon which it is situated and all improvements thereto. In the case of County-owned "speculative" or "shell" buildings, the 3.5% commission shall be payable on the "as built" price or value, including the land and improvements thereto, as opposed to the "finished out" cost or value of the building.
- 4) **Building Leases**: The County shall pay a commission of 4% of the total cash-out value of a lease. The payment schedule of the commission shall be negotiated with by the broker on a case by case basis.


Assemblage: The County retains the right to contract with a single member of the industrial/commercial brokerage community on the assemblage of tracts of land, with or without multiple ownerships, as may be required for major economic development projects and-or for future business parks or other economic development purposes. The commissions paid for this service shall be negotiated on a case-by-case basis.

Contract of Sale

This contract of Sale ("Contract") is made and entered into valuable consideration between Winding Path, LLC and/or Assigned ("Purchaser") and Richland County ("Seller").

- A. Property – Approximately +/- 206 acres located on Farrow Road in Richland County, South Carolina TMS 17300-02-10 and 17300-02-33.
- B. **Price: \$1,800,000 – One Million Eight Hundred Dollars and no cents.**
- C. Earnest Money – \$50,000 Fifty Thousand and 00/100 Dollars
- D. Effective date – The Date on which this contract is fully executed by Purchaser and Seller
- E. Escrow Agent: Gerald Jowers, Attorney
- F. Offer Date- July 21, 2020
- G. Financing: Cash Transaction
- H. Due Diligence Period 90 days from ratified contract.
- I. Commission to be paid by Buyer.
- J. Closing to occur 45 days after end of Due Diligence Period

- I. PURCHASE AND SALE: Seller agrees to sell and Purchaser agrees to buy the property at the Purchase Price subject to the terms and conditions hereof.


Date 7/21/20
Buyer – Winding Path, LLC

Date _____
Seller:

From: Michael Reese <michaelreeserealestate@gmail.com>

Sent: Friday, July 24, 2020 11:41 AM

To: [REDACTED]

Subject: Farrow Road tract

We are wanting to develop a residential subdivision on this site.

I base this price for Farrow Road on a comp that's going to close in 30 days...137+/- acres on Rabon Road.

Michael Reese

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050


Agenda Briefing Addendum

Prepared by:	Randy Pruitt	Title:	Director
Department:	Operational Services	Division:	
Date Prepared:	November 02, 2020	Meeting Date:	October 27, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee:	Administration & Finance Committee		
Agenda Item:	4i. Sale of Property located on Farrow Rd. (Tax map Numbers #R17300-02-10 and #17300-02-33)		

COUNCIL INQUIRY #1:

Is the property in question considered "surplus?"

Reply:

No, staff were contacted in July 2020 with a request to purchase this property from a third party vendor.

ADDITIONAL COMMENTS FOR CONSIDERATION:
ATTACHMENTS:

1. Acquisition, Lease, and Disposal of County Real Property

Richland County Council Request for Action

Subject:

Sewer Availability Letter for Bunch at Garners Ferry Road Development

Notes:

November 19, 2020 – The A&F Committee recommended to direct staff to issue a sewer availability letter that permits the developer to connect the Bunch development to the City of Columbia sewer collection subject to the following conditions:

1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEP).
2. The developer shall install a pump station and force main that can convey all the sewer flow from the development to the City of Columbia manhole at Trotter Road and Garners Ferry Road.
3. At the completion of the SESWEP, the developer shall disconnect from the City of Columbia and reconnect to the County's sewer system reversing the flow to the new 16" force main for treatment at the Eastover Wastewater Treatment Plant (EWWTP). All costs associated with disconnection and reconnection shall be the responsibility of the developer.
4. If the SESWEP is completed before this project is completed the discharge point will be a connection at the new Garners Ferry Road pump station site.

In addition, request the Legal Department to take the document provided and generate a Richland County standardized document for this type of service.



Agenda Briefing

Prepared by: Bill Davis, Director

Department: Utilities

Date Prepared: October 07, 2020

Meeting Date: October 27, 2020

Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Budget Review	James Hayes via email	Date:	October 16, 2020
Finance Review	Stacey Hamm via email	Date:	October 12, 2020
Approved for Consideration:	Assistant County Administrator	John Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Sewer Availability Letter for the Bunch Garners Ferry Development		

Recommended Action:

The staff's recommendation is as follows:

County Council directs staff to issue a sewer availability letter that permits the developer to connect the Bunch development to the City of Columbia sewer collection subject to the following conditions:

1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEPE).
2. The developer shall install a pump station and force main that can convey all the sewer flow from the development to the City of Columbia manhole at Trotter Road and Garners Ferry Road.
3. At the completion of the SESWEPE, the developer shall disconnect from the City of Columbia and reconnect to the County's sewer system reversing the flow to the new 16" force main for treatment at the Eastover Wastewater Treatment Plant (EWWTP). All costs associated with disconnection and reconnection shall be the responsibility of the developer.
4. If the SESWEPE is completed before this project is completed the discharge point will be a connection at the new Garners Ferry Road pump station site.

Motion Requested:

Move to approve the staff's recommendation as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

The new phase 1 development will consist of 133 mixed-use build-out for a flow of 39,900 GPD (2,400 GPD + 37,500 GPD). The 133 lots will generate \$532,000 in tap fees and a monthly sewer charge of \$7,405.44 at build-out. The monthly sewer charge is based on the current sewer rate of \$55.68 per resident. All the tap fees and monthly charges shall be paid to the County. The County shall be responsible for paying the City the monthly rate of \$33.76 per residential equivalent unit (REU) as agreed in the Inter-Governmental Agreement (IGA) for the transfer area. (See Attachment 1) The maximum monthly cost that the County will be paying to the City is \$4,490.08. This monthly fee will be dependent on how many sewer connections are completed before the new SESWEP system comes online. The RCU has the funding to absorb the monthly payment to the City while collecting the monthly sewer serve charges.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On September 24, 2020, Richland County Utilities (RCU) received a request for sewer availability from E.L. Robinson Engineering Consultants, Inc. on behalf of the property owner. The sewer availability requested is for the Garners Ferry Road Proposed Site Development Plan (PSDP), a proposed development located in the Southeastern region of the County and preliminarily designed as a 133 REU mixed-use development. (See Figure 1 for the location of development). This subdivision is in the transfer area and within RCU’s service area. The County’s sewer collection system within the project area currently has insufficient capacity to handle the expected sewer flow. The project is currently proposed to be developed in eight (8) different phases with a projected time frame for each phase. (See Table 1). The flow generated at the build-out of the entire subdivision is estimated to be at 475,800 gallons per day (GPD) which would be treated at the Eastover Wastewater Treatment Facility (EWWTF). Sewer services can only be provided to this development at the completion of the Southeast Sewer and Water Expansion project. The total build-out of Bunch’s development is estimated to be completed by February 2028.

The project is still in the preliminary stage and there are ongoing conversations between the owner and potential developers. The developer that will be responsible for the project is yet to be determined. However, consultants from E.L Robinson Engineering are currently representing the property owner with the preliminary planning phase. To secure funding for the project, the owner is seeking a sewer availability letter that shows the capacity for the projected flow. Richland County has received approval from the City of Columbia, which has agreed to convey and treat the wastewater from the project for Phase 1 equivalent to 133 REUs. The consultant is requesting a sewer availability letter from the County that permits the developer to connect to the City of Columbia sewer collection system discharge at the manhole on Trotter Road and Garners Ferry Road crossing point while the SESWEP is in construction and the EWWTP is upgraded before the development is fully permitted. When the SESWEP is completed and

the EWWTP upgrade project is completed, the development will be connected to the County's collection system.

Staff is recommending the issuance of a letter that allows the developer to connect to the City of Columbia system until the SESWEP is complete. This letter is based on the conditions listed in the recommended actions.

Figure 1: Project Location for Bunch Garner Ferry PSDP

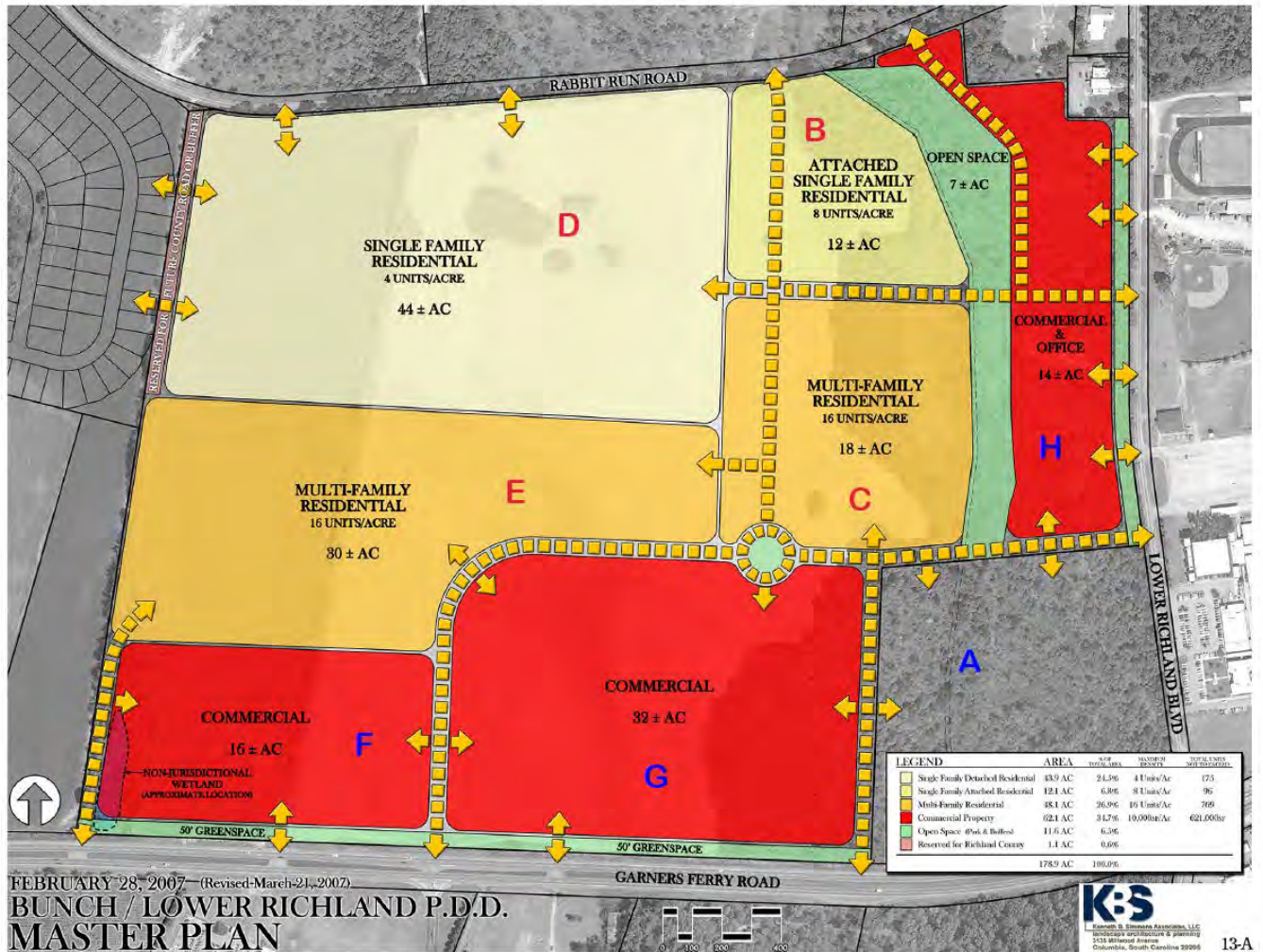
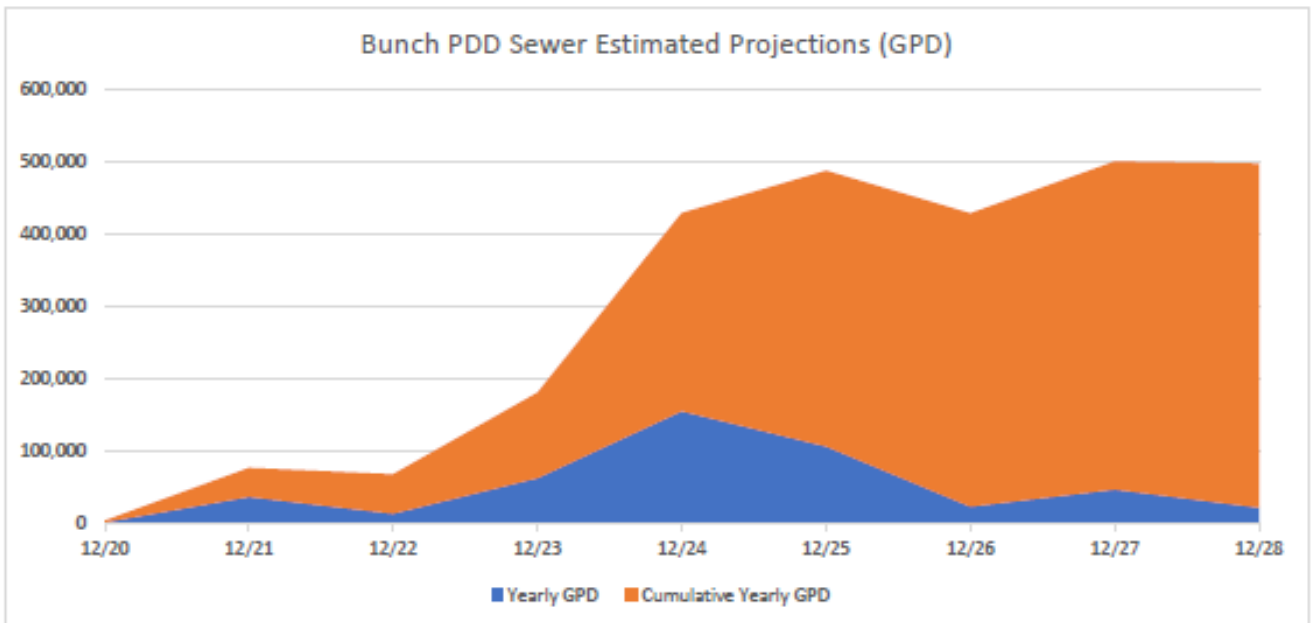


Table 1: Project Completion and Flow estimation for Bunch Garners Ferry PSDP

Bunch Sewer Estimated Projections

12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28
2,400	37,500	14,400	63,600	156,000	107,400	24,000	48,000	22,500
2,400	39,900	54,300	117,900	273,900	381,300	405,300	453,300	475,800



Attachments:

1. IGA between Richland County and the City of Columbia

Richland County Council Request for Action

Subject:

Annual Leave Rollover

Notes:

November 19, 2020 – The A&F Committee recommended to permit employees to rollover up to an additional one week (37.5 hours and 42.5 hours) of their 2020 accrued annual leave to 2021 until June 30, 2021, which will permit employees an opportunity to take accrued annual leave in 2021 who may not have been able to take annual leave in 2020 due to COVID-19. The proposed change will neither increase the County's annual leave accrual rate nor the County's leave liability at pay out.



Agenda Briefing

Prepared by: T. Dwight Hanna, Director
Department: Human Resource Services
Date Prepared: October 07, 2020 **Meeting Date:** October 27, 2020

Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Updated Budget Review	James Hayes via email	Date:	October 22, 2020
Updated Finance Review	Stacey Hamm via email	Date:	October 22, 2020
Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Annual Leave Rollover		

Recommended Action:

Employees be permitted to rollover up to an additional one week (37.5 hours and 42.5 hours) of their 2020 accrued annual leave to 2021 until June 30, 2021. Permit employees an opportunity to take accrued annual leave in 2021 who may not have been able to take annual leave in 2020 because of COVID-19. COVID-19 required many employees to work during 2020 and there have been travel restrictions and limitations for safety reasons. The proposed change will neither increase the County’s annual leave accrual rate nor the County’s leave liability at pay out.

Motion Requested:

Temporary rollover of up to one week of additional accrued annual leave to expire on June 30, 2021, if not used by the respective employee. The additional annual leave rollover will not be paid out if an employee leaves RCG and may not be donated to the Catastrophic Leave pool. All normal annual leave request and approval procedure will apply.

Request for Council Reconsideration: Yes

Fiscal Impact:

There will be no fiscal impact unless the department works employees overtime and/or hires additional non-exempt personnel while employees are on vacation. Staff is proposing no payout at termination to prevent fiscal impact. Employees on vacation will be paid and if they were working they would be paid. Also, staff proposes sunset this rollover at the end of fiscal year 2020/2021 or June 30, 2021.

Motion of Origin:

There is no associated motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Staff recognizes the importance and value of vacation to the overall well being of employees. This is especially relevant considering the COVID-19 pandemic. Many employees have not been able to take vacation time and other employees were not able to travel because of COVID-19 travel restrictions, limitations, and/or safety reasons. Staff seeks to encourage employees to take time off vs being paid out for annual leave time upon termination. Staff proposes limiting the additional rollover to one additional week (37.5 hours or 42.5 hours for employees on 85 hours/14 days law enforcement schedule). Employees will only have until June 30, 2021 (FY 2020/2021) to use the additional rollover annual leave. On July 1, 2021 all additional rollover leave not used by the employee will be removed and/or not eligible for use by the employee. The normal rollover annual limit cutoff is 45 days. All employees who earn annual leave accrue at least two weeks of annual leave during a year. This is one reason staff proposes a limit of one week of additional annual leave rollover.

Attachments:

1. Annual Leave Policy (page 29 Employee Handbook)
2. Exception to Vacation Carryover due to COVID: Foundation Community- Plan Sponsors
3. Email from Lexington County
4. Email from City of Columbia

Attachment 1

Annual Leave Policy (page 29 Employee Handbook)

Holidays and Leave

Annual Leave

The County strives to support the wellbeing of eligible employees by providing the opportunity to accrue and take accrued annual leave. The County encourages all employees with accrued annual leave to take approved vacation annually. Annual leave is a benefit, not a right, that must be accrued.

Regular full-time employees accrue annual leave as follows:

75- hour Work Schedule	Hours Accrued Per Pay Period	Hours Accrued Per Year
0 - 5 years	2.89	75
6 - 10 years	4.33	112.5
11 or more years	5.77	150

85-hour Work Schedule	Hours Accrued Per Pay Period	Hours Accrued Per Year
0 - 5 years	3.27	85
6 - 10 years	4.90	127.5
11 or more years	6.54	170

An employee must request and receive prior approval from his/her supervisor or Department Head in order to utilize accrued annual leave. Annual leave may not be used during new hire probationary period unless approved (in writing) by the Department Head.

Under normal circumstances, annual leave should be requested by the employee in writing well in advance of the date that the leave is scheduled, or as prescribed by Department procedures. Annual leaves will be scheduled as much as practical in accordance with employee requests. The County's workload demands, however, are paramount.

When more employees request particular days off than can be accommodated, supervisors will make annual leave assignments taking into account the date the requests were made, special needs for particular annual leave dates, and the employees' lengths of service.

The maximum number of annual leave days that can be accumulated and carried over from year to year is 45.

An employee who has completed his/her new hire probationary period and who is terminated shall be compensated in a lump sum for the balance remaining of his/her accrued annual leave at the time his/her final check is cut, unless the reason for termination is gross misconduct or resigning or retiring to avoid termination. This lump sum will be minus any funds the employee has authorized in writing for the County to deduct and will not exceed forty-five (45) days. No employee on annual leave at the time of termination of employment shall accrue any leave credit after the last day of work.

Attachment 2

**Exception to Vacation Carryover due to COVID: Foundation
Community- Plan Sponsors**



Foundation Community - Plan Sponsors

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Exception to Vacation Carryover due to COVID

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Paula Krupa 9 days ago

Current salaried vacation plan does not permit carryover and during pandemic, have been encouraging...

1. Exception to Vacation Carryover due to COVID

0

[Recommend](#)



Paula Krupa

Posted 9 days ago

[Reply](#)

Current salaried vacation plan does not permit carryover and during pandemic, have been encouraging colleagues to plan and take vacation time as well as provided ideas on what to use the time for during the pandemic.

We have started bringing back 60% of our workforce, split into 2 teams, working in the office every other week and on opposite weeks; continuing to work remotely. Current policy does not permit rollover for our salaried exempt workforce.

Is anyone making exceptions to their vacation rollover policies?

Paula Krupa CEBS
Archer Daniels Midland

2. RE: Exception to Vacation Carryover due to COVID

0 Recommend



Samantha Brown

Posted 2 days ago

Reply ▼

Hi Paula. We are making an exception for 2021. Normally, employees can rollover 10 PTO days into the next year, but for 2021, we are allowing 15 rollover days. I think the employees will appreciate an exception.

Samantha Brown

► Original Message

3. RE: Exception to Vacation Carryover due to COVID

0 Recommend



Hope Mitchell

Posted 2 days ago

Reply



Hi Paula

We have extended our use it or loss it date from 9/30/20 to 3/31/21. This has been greatly appreciated by many employees.

Hope

Hope Mitchell
City of Winter Park

[➤ Original Message](#)

4. RE: Exception to Vacation Carryover due to COVID

0 Recommend



Lauran Beebe

Posted 21 hours ago

Reply ▼

We are allowing an additional 80 hours to carryover from 2020 to 2021 and an additional 40 hours to carryover from 2021 to 2022.

Lauran Beebe
Human Resources Manager
City of Scottsdale

[➤ Original Message](#)

Attachment 3

Email from Lexington County

MELANIE COVINGTON

From: Wilkerson, Dana <DWilkerson@lex-co.com>
Sent: Tuesday, October 6, 2020 12:35 PM
To: DWIGHT HANNA
Cc: MELANIE COVINGTON
Subject: RE: [External] Annual Leave & Sick Leave - COVID19

Hi Dwight!

I hope all is well. We are not currently considering any modifications to our current policies regarding leave or rollover limits.

Let me know where you land on this topic.

I am wondering if there will be a Federal decision to amend the Emergency Paid Sick Leave requirements.

Dana

Dana J. Wilkerson

Deputy Director of Human Resources
County of Lexington
212 South Lake Drive, Suite 604
Lexington, SC 29072
Office (803) 785-8156
Cell (803) 223-5599
Fax (803) 785-8379
dwilkerson@lex-co.com

From: DWIGHT HANNA <HANNA.DWIGHT@richlandcountysc.gov>
Sent: Tuesday, October 6, 2020 12:31 PM
To: Wilkerson, Dana <DWilkerson@lex-co.com>
Cc: MELANIE COVINGTON <COVINGTON.MELANIE@richlandcountysc.gov>
Subject: [External] Annual Leave & Sick Leave - COVID19

Good Afternoon Dana,

We are checking to see if Lexington County plans to make any changes relating to leave because of COVID-19 (i.e. increase rollover limits)?

Hope you and your family are doing well.

T. Dwight Hanna, IPMA-SCP, CCP, SHRM-SCP, CBP, ADAC
Director of Human Resource Services Department
Richland County Government
2020 Hampton Street, Suite 3058
Columbia, SC 29204
Email: hannad@rcgov.us
Phone: 803.576.2111

Attachment 4

Email from City of Columbia

MELANIE COVINGTON

From: Benjamin, Pamela R <Pamela.Benjamin@columbiasc.gov>
Sent: Tuesday, October 6, 2020 1:30 PM
To: DWIGHT HANNA; Jarvis, Tiniece P
Cc: MELANIE COVINGTON
Subject: RE: [EXTERNAL] Annual Leave & Sick Leave - COVID19 Changes

That is a good question! I think that we definitely will have to...



Pamela R. Benjamin, CPM

Chief of Staff
City Administration

1737 Main Street, Columbia SC 29201

Phone: 803-545-3095
prbenjamin@columbiasc.net

From: DWIGHT HANNA [mailto:HANNA.DWIGHT@richlandcountysc.gov]
Sent: Tuesday, October 6, 2020 12:28 PM
To: Benjamin, Pamela R <Pamela.Benjamin@columbiasc.gov>
Cc: MELANIE COVINGTON <COVINGTON.MELANIE@richlandcountysc.gov>
Subject: [EXTERNAL] Annual Leave & Sick Leave - COVID19 Changes

***WARNING*:** Use caution with links and documents in emails referencing the **Coronavirus** situation. Malicious actors have been using this situation as an opportunity to take advantage of users.

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Good Afternoon Ms. Benjamin,

Will the City be making any changes to your leave policies (i.e. rollover maximum) because of COVID-19?

T. Dwight Hanna, IPMA-SCP, CCP, SHRM-SCP, CBP, ADAC
Director of Human Resource Services Department
Richland County Government
2020 Hampton Street, Suite 3058
Columbia, SC 29204
Email: hannad@rcgov.us
Phone: 803.576.2111
Fax: 803.576.2119

"Really listening and suspending one's own judgement is necessary

in order to understand other people on their own terms....

Richland County Council Request for Action

Subject:

Sick Leave Policy Amendment

Notes:

November 19, 2020 – The A&F Committee recommended to permit employees on new hire probation to use sick leave in accordance with County procedure and department approval. This will enable employees on new hire probation to use sick leave for COVID-19 or other policy reasons with approval by their department. The proposed change will neither increase the County's sick leave accrual rate nor the County's leave liability at pay out.



Agenda Briefing

Prepared by: T. Dwight Hanna, Director

Department: Human Resource Services

Date Prepared: October 06, 2020

Meeting Date: October 27, 2020

Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Budget Review	James Hayes via email	Date:	October 13, 2020
Finance Review	Stacey Hamm via email	Date:	October 13, 2020
Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Sick Leave		

Recommended Action:

Permit employees on new hire probation to use sick leave in accordance with County procedure and department approval. This will enable employees on new hire probation to use sick leave for COVID-19 or other policy reasons with approval by their department. The proposed change will neither increase the County’s sick leave accrual rate nor the County’s leave liability at pay out.

Motion Requested:

Delete “only Regular, full-time employees accrue sick leave”, on page 30 of the Employee Handbook.

Request for Council Reconsideration: Yes

Fiscal Impact:

There will be no fiscal impact unless the department assigns additional work hours to non-exempt employees and/or hires additional personnel while employee(s) is on sick leave.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Each department and new hire employee needs to have the ability and accountability to use accrued sick leave with proper approval and policy compliance. It is possible there will be a need because of COVID-19. Regardless, an employee during the new hire probation period should be able to use their accrued sick leave within County policy and department approval.

Attachments:

1. Employee Handbook (page 30)

Attachment 1

Employee Handbook (page 30)

Holidays and Leave

Sick Leave

The County strives to support the wellbeing of eligible employees by providing the opportunity to accrue and take accrued sick leave. Sick leave is a privilege granted by the County, not a right. The County strives to provide employees with sufficient paid sick leave. Sick leave may be approved for the following reasons:

- Illness, injury, or disability of the employee.
- Obtaining professional services from a health practitioner for treatments for which arrangements cannot reasonably be scheduled outside of working hours.
- Illness, injury, or disability of an employee's immediate family member (up to a maximum of six (6) days of sick leave per year).

Employees may be required to submit a physician's statement before being eligible for sick leave payment. A physician's statement will be required if the employee is absent from work for 3 or more consecutive days and/or where the employee has previously been counseled or disciplined for excessive use or abuse of sick leave. In some circumstances, employees may be required to provide certification from their physician that they are able return to work before being allowed to return to work. Abuse of leave or failure to call in as required may result in denial of paid sick leave.

Only Regular, full-time employees accrue sick leave, and they may carry over a maximum number of hours as follows:

Work Schedule	Hours Accrued Per Pay Period	Hours Accrued Per Year	Maximum Accrual Limitation
75-hour work schedule	3.46	90	675
85-hour work schedule	3.93	102	765

Employees are required to contact their supervisor as soon as possible prior to the start of work, (no later than two [2] hours after the start of the work shift) when requesting an absence unless other arrangements have been made with the supervisor.

An employee who has accrued at least 150 or more sick leave hours (170 for 85-hour/14-day work schedules) and who resigns or retires voluntarily, will, at the time of his/her separation (providing employee gives and works a two-week notice and is terminated without cause), be paid for 1/4 of his/her accrued, but unused, sick leave hours (up to the maximum number of allowed hours).

Richland County Council Request for Action

Subject:

Move to engage a third party design-build company to begin work on the \$2m SE Richland County multi-purpose facility, as approved by Council in 2018. The funds were earmarked and approved, but RC staff has not undertaken any planning or construction of the Council-approved project by the end of November, 2020

Notes:

November 19, 2020 – The A&F Committee recommended including this item in the overall Renaissance Plan discussions.

Richland County Council Request for Action

Subject:

Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylor's Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park

Notes:

November 19, 2020 – The A&F Committee recommended to instruct the Legal Department to advise Council on what steps need to be taken to deliver the park or the \$300,000 to the Taylors Community, which was negotiated on their behalf.



Agenda Briefing

Prepared by:	Clayton Voignier	Title:	Director
Department:	Community Planning & Development	Division:	Planning Services
Date Prepared:	October 30, 2020	Meeting Date:	November 19, 2020
Legal Review	Elizabeth McLean via email	Date:	November 06, 2020
Budget Review	James Hayes via email	Date:	November 05, 2020
Finance Review	Stacey Hamm via email	Date:	November 05, 2020
Approved for consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Taylors Community Park Funds		

STAFF’S RECOMMENDED ACTION:

Staff does not have a recommendation for this item; Council discretion.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

There are currently no funds dedicated to this project in the department’s budget. An amendment would not be necessary to facilitate the request where, if approved per the requested motion, the funds would be allocated to Richland County Recreation Commission for completion of the project.

The \$300,000 private donation should generally cover planning, construction, and other costs associated with a park’s development. Additional costs for recurring maintenance to the park would occur. Normally, RCRC has assumed maintenance costs per a Memorandum of Understanding (MOU). Likewise, depending on the site for the park, there may be costs associated with property acquisition, whereby the \$300,000 may not be adequate to cover all development expenses and additional funds would be required.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

On June 19, 2018, the County entered into an Infrastructure Credit Agreement with Project Reign (Reign Living, LLC) for the purpose of assisting in paying the costs of certain infrastructure related to the establishment of a commercial apartment complex within the County. Additionally, there was a secondary agreement around a private donation by which there were to be three payments of \$100,000 due in January starting in 2019, of which two of three have been received. The payments were posted to Miscellaneous Revenue in Neighborhood Redevelopment (1210650000). The nature of the agreement made to facilitate transfer of funds to the County for this park project remains unclear.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylor’s Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park.

Council Member	Dalhi Myers, District 10
Meeting	Regular Called Meeting
Date	October 6, 2020

STRATEGIC & GENERATIVE DISCUSSION:

Staff was unable to locate Council action that either acknowledged the private donation or gave staff subsequent direction to move this project forward.

Richland County Recreation Commission (RCRC) generally implements park projects undertaken by the County. Staff is currently hosting discussions with RCRC on facilitating the development of parks at various locations in the County through MOUs for each park. As presented in the motion, staff suggests following this same process, i.e., establishing an MOU rather than an IGA to facilitate the development of any requested park.

Additional information is required for adequately facilitating any request to construct a park, such as site location, features, amenities, and programming elements. As such, the timeframe in completing this request by the end of the calendar year, per the original motion, may not be feasible, as staff would need additional time to determine these details and obtain approvals for any agreement drafted.

The current amount of funding indicated would generally be sufficient to construct a park, depending on the scope of amenities and/or facilities included. Staff is unaware of any identified site, and as such, a site would need to be determined as part of the construction process. Depending on the site chosen, there is the likelihood of incurring acquisition costs. Any acquisition costs would likely diminish the available funding to construct a suitable park, requiring supplemental funds from an additional source.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. October 6, 2020 Council Meeting Minutes
2. March 5, 2020 Email Correspondence Re: Follow up-Housing Concerns
3. February 26, 2020 Memorandum Re: Request for Information Atlas Road Park and Taylors Community Park
4. January 15, 2019 Correspondence and Copy of Check from William R. Johnson
5. Reign Living LLC Infrastructure Credit Agreement

22. **MOTION PERIOD**

- a. I move to restore \$37,561 to the Richland County Conservation Program Historic Preservation Grants from the Richland County Conservation Commission Reserve Account to be allocated in the FY21 grants program [TERRACIO] – This item was referred to A&F Committee.
- b. A Resolution in support of F-35 Joint Strike Fighter Basing at McEntire Joint National Guard Base [NEWTON] – Ms. Newton moved, seconded by Mr. Manning, to unanimously adopt the resolution and present it at the October 20th Council meeting.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

- c. Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylors Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park [MYERS] – This item was referred to the A&F Committee.
- d. Move to engage a third-party design-build company to begin work on the \$2M SE Richland County multi-purpose facility, as approved by Council in 2018. The funds were earmarked and approved, but RC staff has not undertaken any planning or construction of the Council-approved project by the end of November 2020 [MYERS] – This item was referred to the A&F Committee.
- e. Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction [MYERS] – This item was referred to the Richland Renaissance Ad Hoc Committee.
- f. I move to amend the Public Nuisance Ordinance to define “Public Places/Establishments” to include restaurants, taverns, lodges, parking lots, and public places where children or students attend and/or normally congregate [DICKERSON] – This item was referred to the Rules & Appointments Committee.

23. **ADJOURNMENT** – The meeting adjourned at approximately 9:00 PM.

From: [ASHLEY POWELL](#)
To: [LEONARDO BROWN](#)
Subject: FW: Follow up-Housing Concerns
Date: Thursday, March 5, 2020 1:12:32 PM
Attachments: [Memo Request for Information Atlas Road and Taylor Community Parks Feb 26 2020.docx](#)
[Memo Request for Information Atlas Road and Taylor Community Parks Feb 26 2020.pdf](#)
[Memo Attachments reduced pages.pdf](#)

Good afternoon, Administrator Brown.

Please see attached and below relative to Council action on the parks Councilwoman Myers referenced in her correspondence.

Thank you,

Ashley M. Powell, Assoc. AIA, AICP

Assistant County Administrator
Richland County Government
County Administrator's Office
803-576-3584
powell.ashley@richlandcountysc.gov

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From: CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Sent: Thursday, February 27, 2020 4:19 PM
To: ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>
Subject: RE: Follow up-Housing Concerns

Good afternoon, Ashley,

After some considerable research, my staff were not able to find any Council or staff action related to the Taylor's Park project. Please see the attached memo with supporting documentation regarding the timeline of Council and staff action for Atlas Road Park.

The current status of the environmental assessment is that we are awaiting the acceptance of the bid by Summit Engineering.

Also, although staff did conduct an RFQ for design work, no vendors were qualified because the current plan is for RCRC to develop their own designs and invoice us for the work. The land is owned by the neighborhood association.

Please let me know if you have any questions or concerns.

Thank you,

Clayton Voignier, CCEP, CGAP

Director
Richland County Government
Community Planning & Development
803-576-2168
voignier.clayton@richlandcountysc.gov

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From: ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>
Sent: Wednesday, February 19, 2020 5:19 PM
To: CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Subject: FW: Follow up-Housing Concerns

Good evening, Clayton.

Please have Lauren, or whomever you deem appropriate, perform the requisite research to provide a comprehensive timeline of Council action on the two parks listed in Councilwoman Myers' below correspondence.

I am particularly interested in the following:

- If either of these projects were vetted by full Council;
- When; and
- What the terms/specifics of the action taken by Council were

It would be extremely helpful if staff could build in any staff action taken on this same timeline but given that you and several key members of your team are relatively new, I recognize that it might be difficult to do that and/or there may be some gaps in our knowledge. That is fine.

I would like this as soon as possible. Please let me know what would be a reasonable expectation as far as turnaround on this deliverable.

Thank you,

Ashley M. Powell, Assoc. AIA, AICP

Assistant County Administrator
Richland County Government
County Administrator's Office
803-576-3584
powell.ashley@richlandcountysc.gov

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From: ASHLEY POWELL
Sent: Thursday, January 30, 2020 10:52 AM
To: 'dalhi31@gmail.com' <dalhi31@gmail.com>; CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Cc: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>; Dalhi Myers <dmyers@richlandcountysc.gov>
Subject: RE: Follow up-Housing Concerns

Good morning, Vice Chair Myers.

In response to the below:

1. If my team inadvertently missed someone we said we'd contact, I take full responsibility for our having done so and I would like to take steps to rectify this immediately. To do so, I will need to know to whom are you referring when you say one has yet to be contacted.
2. As a part of the restructured SFHRP under myself and Director Voignier, customer satisfaction is factored into contractors being able to bid for and work on additional jobs. As such, we have been tracking this since Council was last briefed and I have yet to see less than a four (4) out of five (5) in customer satisfaction. If you would please provide names of individuals with concerns, I would like to do some research in advance of our meeting, to make the most efficient use of all of our time, and personally follow up with these individuals.
3. It was my understanding from our last conversation that we were to pursue an MOU with RCRC that would allow them to take the lead on our park planning. Mine and Ms. Watson's teams are meeting on February 4 for this reason. If you prefer to pursue an outside entity specialized in park planning, we can certainly discuss it, propose options and put it before Council.
4. I am unaware of any facility associated with the Historic Trail beyond the trail itself. Per my most recent update from Budget on 11.18.2019, there is funding in the amount of \$1,156,177 for the Historical Trail and an additional \$2M, originally approved by Council in FY18 for a multi-purpose building, which will remit back to the H-Tax Fund Balance.

I am happy to meet and discuss the above in greater detail but thought some context might be helpful in preparing for further discussion(s).

Prior to Thursday, February 6, my morning availability is as follows below:

- Tuesday, February 4, 2020; 8:30am – 10:00am
- Wednesday, February 5, 2020; 8:30am – 11:00am

Looking at Director Voignier's calendar, Wednesday would work better for him but I believe he could make Tuesday work.

Please let us know if any of the above dates/times work for you.

Administrator Brown, if your schedule allows, I think it would be helpful for you to join us as well.

As an aside, myself and other staff are having trouble getting email replies through to your 'dmyers@myersbusinesslawyers.com' account. I wanted to mention this in case you're not getting responses on some things as that may be why.

Thank you,

Ashley M. Powell, Assoc. AIA, AICP

Assistant County Administrator
Richland County Government
County Administrator's Office
powell.ashley@richlandcountysc.gov

P 803-576-3584 **M** 803-636-6093 **F** 803-576-2137

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Columbia, SC 29202
richlandcountysc.gov

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-----Original Message-----

From: Dalhi Myers <dalhi31@gmail.com> On Behalf Of Dalhi Myers
Sent: Thursday, January 30, 2020 7:59 AM
To: ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>; CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Cc: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>; Dalhi Myers <dmyers@richlandcountysc.gov>
Subject: Follow up-Housing Concerns

Good morning, ACA Powell and Director Voignier. Hope all is well. I wanted to get on your calendars next week to follow up on several items:

1. Seniors you were to contact about their need for assistance with home repairs (3- one says she still has not been contacted);
2. The quality of flood repairs and concerns being raised by flood victims (some of whom have reported repairs with second hand/reclaimed materials);
3. Potential to

use third party management company to undertake planning work on Atlas Road Community Park and/or Taylors Community Park; and 4. Lower Richland Historic Trail facility and funds.

Thanks so much. Early mornings are best for me. It would be helpful if we could meet before Thursday.

Thanks so much.

Be well.

Dalhi

Sent from my wireless handheld device. Please excuse any grammatical errors. DM

**RICHLAND COUNTY
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street
Columbia, SC 29204



MEMORANDUM

To Clayton Voignier, Director, Community Planning & Development Department

CC Tommy Delage, Planning Services Manager; Denise Teasdell, Manager of Housing

From Brian Crooks, Comprehensive Planner; Jocelyn Jennings, Community Development Coordinator

Date February 26, 2020

Subject Request for Information: Atlas Road Park and Taylors Community Park

This memorandum serves as a response to the request for information regarding the Atlas Road Community Park and Taylors Community Park. Per the request, staff has put together a timeline of Council action regarding the two projects. The timeline includes the dates Council took up items, at Committee or full Council, that involve the park projects and any actions on those items. Additionally, staff actions related to the projects are interspersed within the timeline. **In researching actions and information on the two projects, staff did not find information regarding the Taylors Community Park, either by Council or staff. As such, the only information included in the timeline involves the Atlas Road Park.**

ATLAS ROAD PARK – *Timeline of Actions*

- March 3, 2015 – Community Correspondence (Letter) [Attachment A]
 - Letter from Atlas Road Community Organization to K. Washington requesting use as a playground and mailing address. Additionally, the letter requests to have the unsafe housing lien removed, otherwise, would negotiate a cost up to half to be paid.
 - NIP staff were included on correspondence to K. Washington.
- April 7, 2015 – Council Regular Session Meeting [Attachment B]
 - Motion by K. Washington
 - *To have Richland County remove the lien off of the property located at 2045 Smith St (TMS R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization.*
 - Item was sent to the D&S Committee.
- April 22, 2015 – Staff Correspondence (Email)
 - NIP staff stated they were coordinating property transfer from previous ownership to Atlas Road Community Organization when asked by CP&D Director.
- April 28, 2015 – Development & Services Committee Meeting [Attachment C]
 - Motion by N. Jackson, Seconded by B. Malinowski
 - *Forward to Council with a recommendation to have Richland County remove the lien off of the property located at 2045 Smith St (TMS 13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization.*
 - Placed on consent agenda for upcoming meeting.

- May 5, 2015 – Council Regular Session Meeting [Attachment D]
 - Motion approved under Consent as presented from Committee to have the lien removed.
 - Action Required: Staff will develop and present a policy to Council to address future requests for removing liens off of property in a similar manner for their consideration – Legal, Building Services, Finance, Administration.

- October 12, 2015 – Council Regular Session Meeting [Attachment E]
 - Motion by K. Washington
 - *To have Richland County remove the lien off of the property located at 1420 Joe Frazier Court contingent on the property owner donating the land to the Atlas Road Community Organization.*
 - The item was referred to the D&S Committee.

- October 27, 2015 – Development & Services Committee Meeting [Attachment F]
 - At the October 12, 2015 Council meeting, motion by K. Washington
 - *To have Richland County remove the lien off of the property located at 1420 Joe Frazier Court contingent on the property owner donating the land to the Atlas Road Community Organization*
 - B. Malinowski moved, seconded by J.A. Dixon to defer the item until the November committee meeting for additional information. Unanimous vote in favor.

- November 24, 2015 – Development & Services Committee Meeting [Attachment G]
 - D&S Committee forwarded the motion as presented from the October 12 Council meeting and October 27 Committee meeting to Council without a recommendation.

- December 1, 2015 – Council Regular Session Meeting [Attachment H]
 - K. Washington, seconded by N. Jackson, moved *to approve removing the lien from the property.*
 - J.A. Dixon, seconded by J. Dickerson, moved *to defer this item until the December 8 Council meeting.*
 - Vote to defer was approved.
 - K. Washington requested the ROA for the previous property adjacent to 1420 Joe Frazier Court.

- December 8, 2015 – Special Called Meeting [Attachment I & J]
 - Council approved removing the lien off of the property located at 1420 Joe Frazier Court (TMS R13516-03-03).
 - Vote to reconsider failed.

- June 7, 2018 – Special Called Meeting (Budget 2nd Reading Public Hearing) [Attachment K]
 - Atlas Road Community Park listed under Item #46 by D. Myers to allocated \$5,000 to Atlas Road Community Organization from the Neighborhood Redevelopment fund balance

- June 14, 2018 - Special Called Meeting (Budget 2nd Reading) [Attachment L]
 - Neighborhood Redevelopment Motions/Items; Items 34-44
 - *Item #41 - Motion by D. Myers to allocate Neighborhood Redevelopment fund balance to award Atlas Road Community \$5,000 for a park*
 - Staff noted that Atlas Road Community Organization received an application for \$1,500 and was funding through the Neighborhood Matching Grant program; the funding was at odds with the motion by D. Myers.
 - D. Myers stated that the community organization was working with the planning department on a park, where they have their own land. The money would be to help fund development.
 - A substitute motion, which was approved, was to provide \$1,500 for the Neighborhood Matching Grant.



- Scope included evaluation of site conditions and design services, including all construction documents needed
- July 9, 2019 – Special Called Meeting [Attachment Q]
 - D. Myers, seconded by J. Dickerson, moved to *approve this item*.
 - Item 21b, FY2019-2020 Annual Action Plan Budget for CDBG and HOME.
 - Included within the budget was \$100,000 for a District 10 Atlas Road Park Construction Phase II.
- August 23, 2019 – Community Development meeting with RCRC
- August 23, 2019 through September 30, 2019 – Staff Correspondence (Email)
 - Community Development staff thanked RCRC for the meeting on August 23.
 - Community Development staff requested from RCRC any information they had regarding the park.
 - Community Development staff provided a draft predevelopment/design and construction timeline for RCRC
 - RCRC agreed via email to timeline
- October 4, 2019 – Staff Correspondence (Email)
 - Community Development staff sent request to procurement to solicit a bid from Summit Engineering to provide an Environmental Site Assessment for the park location at 2045 Smith Street, Columbia, SC 29205
 - CP&D executed a requisition from \$15,000 and attached a scope of work
- February 4, 2020 – CP&D Meeting with RCRC
 - Discussion during meeting included Atlas Road park, referencing environmental assessments and type and level of funding available for activities

ATTACHMENTS

- Attachment A – Community Letter to K. Washington
- Attachment B – April 7, 2015 Council Meeting ROA
- Attachment C – April 28, 2015 D&S Committee Minutes
- Attachment D – May 5, 2015 Council Meeting ROA
- Attachment E – October 12, 2015 Council Meeting ROA
- Attachment F – October 27, 2015 D&S Committee Minutes
- Attachment G – November 24, 2015 D&S Committee ROA
- Attachment H – December 1, 2015 Council Meeting Minutes
- Attachment I – December 8, 2015 Council Meeting Minutes
- Attachment J – December 8, 2015 Council Meeting ROA
- Attachment K – June 7, 2018 2nd Reading Budget Public Hearing Agenda
- Attachment L – June 14, 2018 2nd Reading Budget Council Meeting Minutes
- Attachment M – June 21, 2018 3rd Reading Budget Council Meeting Minutes
- Attachment N – June 26, 2018 A&F Committee Minutes
- Attachment O – July 10, 2018 Council Meeting Minutes
- Attachment P – August 6, 2018 Staff Correspondence
- Attachment Q – July 9, 2019 Council Meeting Minutes

**HAYNSWORTH
SINKLER BOYD**

HAYNSWORTH SINKLER BOYD, P.A.
1201 MAIN STREET, 22ND FLOOR
P. O. BOX 11889 (29211)
COLUMBIA, SOUTH CAROLINA 29201
MAIN 803.779.3080
FAX 803.765.1243
www.hsblawfirm.com

WILLIAM R. JOHNSON
DIRECT 803.540.7945
wjohnson@hsblawfirm.com

January 15, 2019

HAND DELIVERED

David A. Adams
Richland County Treasurer
2020 Hampton Street
Columbia, SC 29201

Re: Reign Living, LLC
HSB File No. 40192.1

Dear Mr. Adams:

Enclosed is a check in the amount of \$100,000. This check represents payment of the amount due from Reign Living, LLC to Richland County pursuant to Section 2.3 of the Infrastructure Credit Agreement dated June 19, 2018. Please let me know if you have any questions.

Best regards,



William R. Johnson

WRJ:sd

Enclosure

cc: Emily Luther
Jeff Ruble

0108

REIGN LIVING COLUMBIA LLC

2730 TRANSIT ROAD
WEST SENECA, NY 14224



KeyBank National Association
Schenectady, New York 12303
1-800-KEY2YOU



29-7/213

1/9/2019

PAY TO THE ORDER OF **Richland County, South Carolina**

\$ ****100,000.00**

One Hundred Thousand and 00/100*****

DOLLARS

Richland County, South Carolina



AUTHORIZED SIGNATURE

MEMO

⑈000 108⑈ ⑆021300077⑆ 329681298926⑈

REIGN LIVING COLUMBIA LLC

Richland County, South Carolina

0108

Date	Type	Reference	Original Amt.	Balance Due	1/9/2019 Discount	Payment
1/9/2019	Bill		100,000.00	100,000.00		100,000.00
				Check Amount		100,000.00


Section 1. Based solely on information provided to the County by the Taxpayer, including the Notices of Intent, the County hereby certifies that (i) Parcel A and Parcel B each constitute an abandoned building site, and the improvements on each of Parcel A and Parcel B constitute two separate abandoned buildings, as defined by Section 12-67-120(1) of the Act, and (ii) the geographic area of each building site is consistent with Section 12-67-120(2) of the Act.

Section 2. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 3. This Resolution regards only the certification of Parcel A and Parcel B pursuant to Section 12-67-120 of the Act. The County makes no representations, warranties, findings or determinations regarding any other matters, including the eligibility of the Taxpayer for any credit authorized pursuant to the Act, Parcel A's or Parcel B's fitness for a particular purpose or any zoning, permitting, or licensing matters.

RESOLVED the 7th day of October, 2017.

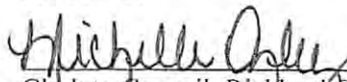
RICHLAND COUNTY, SOUTH CAROLINA



Joyce Dickerson
Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to Council, Richland County Council

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 031-18HR

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

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

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

WHEREAS, Project Reign (“Company”) desires to establish a commercial apartment complex within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$27,000,000;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically, approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13 and approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01 (“Property”), in the Park; and

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

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

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

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

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk of Council, Richland County Council

First Reading: April 17, 2018
Second Reading: May 1, 2018
Public Hearing: May 15, 2018
Third Reading: June 19, 2018

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

REIGN LIVING LLC
(previously identified as Project Reign)

Effective as of: June 19, 2018

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of June 19, 2018 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and REIGN LIVING LLC (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

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

WHEREAS, the Company has committed to establish a commercial apartment complex in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$27,000,000;

WHEREAS, by an ordinance enacted on June 19, 2018 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

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

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

**ARTICLE I
REPRESENTATIONS**

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

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

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

- (a) The Company is in good standing under the laws of the State of Delaware, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.
- (d) The Company hereby covenants to provide \$100,000 each year for three years, commencing on or before January 15, 2019, and continuing through January 15, 2021, for a total of \$300,000 ("Community Funds"), to the County for the purpose of acquiring, developing, constructing or improving certain parks, green spaces, recreational facilities or beautification projects ("Community Investment") within the community in which the Project will be located. The County shall have the sole discretion in determining the particular Community Investment on which the Community Funds shall be expended.

**ARTICLE II
INFRASTRUCTURE CREDITS**

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$27,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below.

The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the Company is subject to the clawback requirements set forth in Section 2.3 below.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company’s Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B. Provided, the Infrastructure Credits available to the Company with respect to any particular Fee Payment shall not be applied unless and until the Company is current in its payment of Community Funds described in Section 1.2(d).

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

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

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

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Investment Achievement Percentage}$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

For example, and by way of example only, if the Company had received \$1,000,000 in Infrastructure Credits, and had invested \$24,300,000 by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Investment Achievement Percentage} = \$24,300,000 / \$27,000,000 = 90\%$$

$$\text{Clawback Percentage} = 100\% - 90\% = 10\%$$

$$\text{Repayment Amount} = \$1,000,000 \times 10\% = \$100,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

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

ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of twelve (12) months;

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

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

(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 has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is

required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an "Affiliate" of the Company so long as the Company provides 30 days' prior written notice of the assignment to the County, and the Affiliate agrees in a signed writing, a copy of which shall be delivered to the County, to assume all duties and obligations of the Company hereunder. An "Affiliate" of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

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

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

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

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

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

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a

with a copy to
(does not constitute notice):

Haynsworth Sinkler Boyd P.A.
Attn: Will R. Johnson
1201 Main Street, Suite 2200 (29201)
Post Office Box 11889
Columbia, South Carolina 29211-1889
Phone: 803.540.7945
Fax: 803.765.1243

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses based on actual costs incurred in the amount of up to \$10,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

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

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

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

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

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

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


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

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:




Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Reign Living LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

REIGN LIVING LLC

By: 
Name: Scott R. Sharp
Its: President

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

Approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13

Approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

33% per year for 10 years, commencing with the first property tax year after the property tax year in which the project is placed in service

Richland County Council Request for Action

Subject:

Emergency Services Department – Fire Truck Purchase

Notes:

November 19, 2020 – The A&F Committee recommended to approve the purchase of a fire truck pumper for the Gadsden Station using CDBG funds.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	
Date Prepared:	November 02, 2020	Meeting Date:	November 19, 2020
Legal Review	Elizabeth McLean via email	Date:	November 06, 2020
Budget Review	James Hayes via email	Date:	November 12, 2020
Finance Review	Stacey Hamm via email	Date:	November 12, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Purchase of Fire Truck Pumper		

STAFF’S RECOMMENDED ACTION:

Approve the purchase of a fire truck pumper for the Gadsden Station using CDBG funds.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

Funds are available from CDBG funds – JL 4891300 and JL 4891500.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Using CDBG funds will not impact the Fire Fund or the General Fund.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The purpose of this report is to obtain Council approval to purchase a new fire pumper for the County’s Gadsden Fire Station. The Community Development Office notified Emergency Services there was money available from Community Development Block Grant (CDBG) funds for the purchase of a fire truck – pumper. No additional funds are needed. This will be the third truck purchased using CDBG funds. The first truck is stationed at the Hopkins Station and the second is stationed at the Capital View station.

Richland County needs to add additional fire trucks to the fleet to meet front-line demand and reserve truck capacity. Currently, we have five available reserve trucks and should increase the number of reserves to maintain our current ISO Public Protection Classification. This purchase will improve our ability to respond to fire calls in the Lower Richland area. The older truck currently in use at Gadsden will be reassigned or become a reserve truck.

Richland County began the procurement process to identify available ready built trucks. The bid request asked for alternative bids for demos and stock vehicles to reduce the delivery time. The industry standard for delivery of new vehicles built to customer specifications can be up to 365 days.

After evaluating the bids, the lowest responsible and responsive bidder is Peach State Emergency Vehicles. Peach State submitted a bid for a ready built stock pumper. The two (2) manufacturers that placed bids are listed below. The advantage of purchasing a stock truck option is that it provides a quick delivery time verses developing specifications and having a long bid and evaluation process. Ready built stock trucks are available on a first come - first purchase basis so this purchase is time sensitive.

Peach State Emergency Vehicles

Stock/Demo	\$496,699.00
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Rosenbauer

Stock/Demo	\$528,228.00
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Once approved, Council is asked to reconsider this item due to the time sensitive purchase. After reconsideration, no further action is required and Procurement will issue the purchase order.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

- 1. Bid Sheet

RC-370-BV-2021 Ready Built Custom Pumper

Peach State Emergency Vehicles

Rosenbauer America, LLC

#	Items	QuantityRequired	UnitPrice	TotalCost	UnitPrice	TotalCost
0						
#0-1	Ready Build Custom Pumper base price plus all options	1	\$496,699.00	\$496,699.00	\$528,228.00	\$528,228.00

Richland County Council Request for Action

Subject:

Emergency Services Department – Purchase Orders

Notes:

November 19, 2020 – The A&F Committee recommended to approve the purchase orders to Boundtree Medical for \$197,000 and Nashville Medical for \$102,000 for supplies and services needed for the operations of the Emergency Services Department.



Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	EMS
Date Prepared:	October 12, 2020	Meeting Date:	November 19, 2020
Legal Review	Elizabeth McLean via email	Date:	November 06, 2020
Budget Review	James Hayes via email	Date:	November 04, 2020
Finance Review	Stacey Hamm via email	Date:	November 04, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Approval of Purchase Orders for Medical Supplies		

STAFF’S RECOMMENDED ACTION:

It is recommended that Council approve the purchase orders to Boundtree Medical for \$197,000 and Nashville Medical for \$102,000 for supplies and services needed for the operations of the Emergency Services Department.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	No
If no, is a budget amendment necessary?		Yes	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funding is included in the 2020 / 2021 budget. No additional funds are needed.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Emergency Services Department requests approval to award purchase orders to Boundtree Medical and Nashville Medical for medical supplies. The amount of the purchase orders exceed \$100,000 and therefore council’s approval is necessary.

ESD uses vendors to supply mission critical products and services used by first responders to save lives during emergency response operations. A disruption in the supply chain will impact the scope of practice for responders and cause issues in the administration of best-practice protocols. Supplies and services not available on state contract are bid out for the best pricing. EMS uses hundreds of different medical items that are secured through competitive bidding. The best individual price per item was selected from each of the vendors submitting a bid. Two vendors that submitted the lowest prices on individual items will be awarded bids exceeding \$100,000 and therefore Council’s approval is necessary.

Because we do not know exactly how many of an individual item will be needed, the amount of individual items for the year are estimates. The exact amount of yearly supplies purchased will be determined by call volume, type of call and circumstance. The exact amounts for each vendor may go up or down. For example, the pandemic required more PPE supplies than we purchased the previous year. Many items have a short shelf life and are not ordered until in-house inventories reach predetermined levels. However, other items such as PPE have to be ordered well in advance because of availability. Not having purchase orders in place could jeopardize inventories of critical supplies.

Council has approved supply purchase orders in previous years. Once approved, no other action is required from Council. Upon approval, Procurement will issue the purchase orders.

The vendors exceeding \$100,000 during the year are:

VENDOR	SERVICE	ESTIMATED AMOUNT
Boundtree Medical	Medical Equipment and Supplies	\$ 197,000
Nashville Medical	Medical Equipment and Supplies	\$ 102,000

ADDITIONAL COMMENTS FOR CONSIDERATION:

Purchase orders will be awarded to the vendors listed below:

PO Needed		Total \$ for Year
Boundtree		\$197,000.00
Henry Schein		\$67,000.00
Life Assist		\$32,000.00
McKesson		\$73,000.00
Medline		\$23,000.00
N.A.R.		\$2,400.00
Nashville		\$102,000.00
	Total	\$496,400.00
*****	Needing Council Approval	

ATTACHMENTS:

1. List of equipment and supplies by vendor.

Bound Tree Medical

#	Item	Package/ Unit of Measure	Quantity Required	Unit Price	Vendor's Manufacturer Number	Are you submitting a substitute? Yes or No	Total Cost
#0-1	AMBU LM/	Boxes	6	99.4	321100000U	No	596.4
#0-2	AMBU LM/	Boxes	5	99.4	321150000U	No	497
#0-4	BVM, adult	Each	780	9.22	AF1040MB	No	7191.6
#0-5	BVM, pedi	Each	50	9.22	AF2040MB	No	461
#0-6	BVM, infan	Each	50	9.22	AF3040MB	No	461
#0-21	AMBU King	Each	120	27.5	KLTS423	No	3300
#0-22	AMBU King	Each	250	27.5	KLTS424	No	6875
#0-23	AMBU King	Each	200	27.5	KLTS425	No	5500
#0-26	King Vision	Each	250	13.9	KVLAB3C	No	3475
#0-27	King Vision	Each	100	13.9	KVLAB3	No	1390
#0-68	1" 3M Trar	Cases	12	69.5	1527-1	No	834
#0-69	2" 3M Trar	Cases	5	77.2	1527-2	No	386
#0-79	Triangular	Each	1400	0.24	1124-32400	No	336
#0-81	Hyfin Vent	Each	135	7.02	10-0037	No	947.7
#0-85	Sharps con	Each	288	2.95	1860-08704	No	849.6
#0-87	Glove/gow	Each	100	1.8	14651	No	180
#0-94	Nitrile glov	Cases	750	66	55080 through 5!	No	49500
#0-101	BD 14gax3	Boxes	15	41.3	382268	No	619.5
#0-106	15ga Intrac	Each	50	8.08	DIN1515X	No	404
#0-107	18ga Intrac	Each	50	8.08	DIN1518X	No	404
#0-124	Cyalume st	Each	200	0.99	9-08001	No	198
#0-131	Bed Pan m	Each	50	0.8	H100-05	No	40
#0-136	Electrodes,	Cases	200	408	SP-00-S/50	No	81600
#0-138	C-Collars, /	Cases	55	160	000264501 throu	No	8800
#0-145	Reeves slei	Each	10	535.78	RSS0005	No	5357.8
#0-146	Reeves stri	Each	10	265.43	RSS0003	No	2654.3

Henry Schein. Inc

#	Item	Package/ Unit of Measure	Quantity Required	Unit Price	Vendor's Manufacturer Number	Are you submitting a substitute? Yes or No	Total Cost
#0-12	Endotracheal	Each	400	0.5	3.0mm to 5.0mm, NO		200
#0-13	Endotracheal	Each	700	0.64	7001802/1168192	NO	448
#0-29	Laryngoscope	Each	10	7.77	1135098, MedSou	YES	77.7
#0-30	KY Gel 3gr	Boxes	15	4.98	1166725, Dynarex	YES	74.7
#0-31	LSP Main C	Each	20	144.7	4990448	NO	2894
#0-42	Stethoscope	Each	30	2.55	4996136	NO	76.5
#0-45	Suction tubes	Cases	12	20	7005319	NO	240
#0-60	Bite sticks,	Each	60	0.25	6675231, sold 10/	NO	15
#0-65	Laryngoscope blades,		50	8.05	4999428/4995535	NO	402.5
#0-66	2x2 Gauze	Sleeves	1000	0.56	6813792, sold 25s	NO	560
#0-67	3 inch Kling	Cases	40	22.24	9338432, Dukal	NO	889.6
#0-72	5"x9" Pads	Each	2500	0.06	5701470, Henry Si	YES	150
#0-83	BioHazard	Each	3000	0.13	6506281, sold 50C	NO	390
#0-88	Precision X	Each	50	0	6570561, No char	NO	0
#0-89	Precision X	Boxes	850	18.75	8404732	NO	15937.5
#0-97	Alcohol prep	Each	80000	0.00465	1126131, sold 20C	NO	372
#0-98	Braun IV ac	Cases	150	62	4996908	NO	9300
#0-99	Braun IV ac	Cases	5	70.75	4992284	NO	353.75
#0-100	Braun 9 inc	Cases	320	44.44	7003003	NO	14220.8
#0-102	18ga x 1.0'	Boxes	20	2.36	9004469	NO	47.2
#0-103	20ga x 1.0'	Boxes	8	1.15	1127109	NO	9.2
#0-104	25ga x 5/8	Boxes	8	2.11	7005508	NO	16.88
#0-112	Syringe 10	Each	800	0.176	6130056, sold 10C	NO	140.8
#0-113	Syringe, 20	Each	100	0.155	1126151, sold 50/	NO	15.5
#0-114	Syringe, 35	Each	100	0.18	7005337, Dynarex	YES	18
#0-116	I.V. Tourniquet	Each	8000	0.065	1335390, sold 25C	NO	520
#0-117	Venigard d	Cases	32	166.5	3552411	NO	5328
#0-125	Emergency	Each	100	0.43	4998402	NO	43
#0-126	Emesis basin	Each	150	0.1	1125809, sold 25/	NO	15
#0-129	Trauma shirt	Each	200	0.62	7004481	NO	124
#0-130	Urinal w/liner	Each	200	0.39	1269484, sold 48/	YES	78
#0-133	Disposable	Packs	650	3	7004728	NO	1950
#0-139	12 inch dis	Each	150	0.67	7004791, center f	NO	100.5
#0-140	18 inch dis	Each	150	0.91	7005262, center f	NO	136.5
#0-141	24 inch dis	Each	250	1.13	7005247, center f	NO	282.5
#0-142	34 or 36 in	Each	150	1.22	7004812, Center f	NO	183
#0-143	KED (LATE	Each	10	44.9	4992551, MedSou	YES	449
#0-147	SAM Splint	Each	10	2.69	4993932, sold 10/	NO	26.9
#0-148	SAM Splint	Each	10	5.86	4635064	NO	58.6
#0-149	SAM Splint	Each	10	6.54	3601359	NO	65.4
#0-150	2 piece 5 F	Each	100	5.55	3701050	NO	555
#0-151	9 Foot nylc	Each	600	9.16	7004694	NO	5496

Life-Assist Inc.

#	Item	Package/ Unit of Measure	Quantity Required	Unit Price	Vendor's Manufacturer Number	Are you submitting a substitute? Yes or No	Total Cost
#0-10	Thomas tu	Each	425	2.58	600-10000	NO	1096.5
#0-11	Thomas tu	Each	100	2.58	600-2000	NO	258
#0-24	King Vision	Each	50	13.2	KNLAB2C	NO	660
#0-25	King Vision	Each	50	13.2	KVLAB2	NO	660
#0-32	LSP Small C	Each	40	149.5	L370-220-RED	NO	5980
#0-33	O2 flow m	Each	30	74.53	FM107	NO	2235.9
#0-36	Nonrebrea	Cases	100	26	MS-25060	NO	2600
#0-46	Leardal V-\	Each	30	78	985000	NO	2340
#0-47	Leardal V-\	Each	100	19	985001	NO	1900
#0-53	BVM mask	Each	200	0.88	729000	NO	176
#0-54	BVM mask	Each	200	0.61	7291000	NO	122
#0-55	BVM mask	Each	200	0.68	7292000	NO	136
#0-56	BVM mask	Each	200	0.72	7293000	NO	144
#0-57	BVM mask	Each	200	0.86	7294000	NO	172
#0-58	BVM mask	Each	200	0.8	7295000	NO	160
#0-128	Graham m	Each	250	20.84	51926	NO	5210
#0-144	Traction sp	Each	10	96.91	EP-161	NO	969.1

McKesson Medical-Surgical Government Solutions LLC

#	Item	Package/	Quantity	Unit Price	Vendor's	Are you		Total Cost
		Unit of Measure			Manufacturer	submitting a	substitute? Yes or	
					Number	No		
#0-43	Suction car	Cases	10	119.04	161355	No		1190.4
#0-48	Leardal V-\	Packs	20	12.6	492663	No		252
#0-49	Leardal V-\	Packs	20	26.03	348555	No		520.6
#0-62	Bulb syring	Each	50	0.38	484000	No		19
#0-84	PAWS Wip	Boxes	380	4.39	628359	No		1668.2
#0-86	Sharps con	Each	312	4.1	417186	No		1279.2
#0-90	Precision X	Each	4	8.15	492053	No		32.6
#0-91	Lancets, sir	Boxes	350	6.75	671525	No		2362.5
#0-92	Thermome	Boxes	60	8.79	953916	No		527.4
#0-93	Welch Ally	Each	10	251.89	471588	No		2518.9
#0-96	Super Sani-	Cases	130	67.1	928732	No		8723
#0-105	18ga x 1.5'	Each	3500	0.32	459509	No		1120
#0-109	Syringe 1cc	Each	1100	0.07	1031815	No		77
#0-110	Syringe 3cc	Each	5000	0.05	1031808	No		250
#0-115	Syringe, 60	Each	600	0.3	869662	No		180
#0-134	Disposable	Cases	1800	23.45	422278	No		42210
#0-137	AMBU Hea	Case	12	34.2	446908	No		410.4

Medco Sports Medicine

#	Item	Package/ Unit of Measure	Quantity Required	Unit Price	Vendor's Manufacturer Number	Are you submitting a substitute? Yes or No	Total Cost
#0-3	AMBU Res	Each	150	2.77	267279	No	415.5

Medline In Inc.

#	Item	Package/ Unit of	Quantity	Unit Price	Vendor's Manufacturer	Are you submitting a substitute? Yes or	Total Cost
		Measure	Required		Number	No	
#0-71	4x4 Gauze	Each	16000	0.025	PRM21423	yes	400
#0-119	Emesis bag	Each	6500	0.25	NON80327z	no	1625

North American Rescue LLC

#	Item	Package/ Unit of Measure	Quantity Required	Unit Price	Vendor's Manufacturer Number	Are you submitting a substitute? Yes or No	Total Cost
#0-82	Hyfin Vent	Each	270	7.9	10-0029	No	2133

NASHVILLE MEDICAL & EMS PRODUCTS

#	Item	Package/ Unit of Measure	Quantity Required	Unit Price	Vendor's Manufacturer Number	Are you submitting a substitute? Yes or No	Total Cost
#0-7	CPAP circu	Case	650	479	1900-124-MC10	NO	311350
#0-8	CPAP circu	Each	50	12.99	1900-444-10P	NO	649.5
#0-9	CPAP circu	Each	50	11.79	1900-222-10P	NO	589.5
#0-14	Endotrache	Each	300	0.69	KENTRON #729914	NO	207
#0-15	Endotrache	Each	100	0.69	KENTRON #729906	NO	69
#0-16	Hand held	Cases	60	28.19	KENTRON#333759	NO	1691.4
#0-17	AMBU King airway,	size	60	28.95	KING SIZE O	NO	1737
#0-18	AMBU King	Each	50	28.95	KING SIZE 1	NO	1447.5
#0-19	AMBU King	Each	120	28.95	KING SIZE 2	NO	3474
#0-20	AMBU King	Each	120	28.95	KING SIZE 2.5	NO	3474
#0-28	Laryngosc	Each	200	0.95	KENTRON #LB1100	NO	190
#0-34	Nasal cann	Cases	200	11.89	KENTRON 999308	NO	2378
#0-35	Nasal cann	Cases	15	11.89	KENT#999312	NO	178.35
#0-37	Nonrebre	Cases	15	28.39	KENT #999109	NO	425.85
#0-38	NPA, sizes	Box	80	11.9	KENT #805414-34	NO	952
#0-39	OPA, indivi	Each	700	0.15	KENT #779940CC	NO	105
#0-40	O2 wrench	Each	200	0.29	KENT#550025	NO	58
#0-41	O2 tubing,	Cases	10	11.15	KENT#333400	NO	111.5
#0-44	Suction cat	Each	600	0.12	KENT#393506-18	NO	72
#0-50	Yankauer s	Cases	11	16.89	KENT#887710	YES	185.79
#0-51	Magill forc	Each	30	2.79	KENT #KI298	NO	83.7
#0-52	Magill forc	Each	30	2.59	KENT #KI297	NO	77.7
#0-61	Barbed O2	Each	100	0.25	KENT #550000	NO	25
#0-63	Finger tip	Each	30	14.99	KENT #KT1000	NO	449.7
#0-64	Finger tip	Each	30	18.99	KENT #KT1000	YES	569.7
#0-70	3" 3M Trar	Cases	6	79	3M#1527-3	NO	474
#0-75	Band-aids,	Boxes	200	0.89	KENT #880075	NO	178
#0-76	Burn sheet	Each	40	1.29	KENT #888111	NO	51.6
#0-77	CAT tourni	Each	250	20.09	NAR	NO	5022.5
#0-78	Trauma dri	Each	200	0.63	KENT #771230	NO	126
#0-80	Vaseline g	Each	700	0.39	KENT #887339	NO	273
#0-108	Protect IV	Cases	125	241.39	PROTECT PLUS	NO	30173.75
#0-118	3M Medic	Each	15000	0.41	3M#1626W	NO	6150
#0-120	Blood pres	Each	50	4.95	KENT#777701	NO	247.5
#0-121	Blood pres	Each	25	4.95	KENT#777703	NO	123.75
#0-122	Blood pres	Each	15	4.95	KENT#777704	NO	74.25
#0-123	Blood pres	Each	10	5.35	KENT#777705	NO	53.5
#0-127	Ice pack, si	Each	1500	0.39	KENT#561111	NO	585
#0-135	OB Kit, stei	Each	50	3.99	KENT#999700	NO	199.5

QuadMed Inc.

#	Item	Package/ Unit of Measure	Quantity Required	Unit Price	Vendor's Manufacturer Number	Are you submitting a substitute? Yes or No	Total Cost
#0-59	Meconium	Each	50	4.069767	VBM 49-30-000	No	203.4884
#0-73	ACE wrap	Each	150	0.243902	Dynarex 3663	No	36.58537
#0-74	ACE wrap	Each	250	0.365854	Dukal 504LF	No	91.46341
#0-95	Sterile pow	Each	200	0.685366	Halyard Health Inc.	No	137.0732
#0-111	Syringe 6cc	Each	680	0.25	Cardinal 11816211	No	170
#0-132	Nail polish	Each	2000	0.017436	Dukal 862	No	34.87179

Richland County Council Request for Action

Subject:

McEntire Joint National Guard Base (MJNGB)/South Carolina Air National Guard (SCANG) - Military Construction and Cooperative agreement (MCCA) to connect to the Southeast Sewer and Water Expansion Service

Notes:

November 19, 2020 – The A&F Committee recommended to accept the Intergovernmental Agreement (IGA) and the Military Construction and Cooperative Agreement (MCCA) to be forwarded to McEntire Joint National Guard Base (MJNGB)/South Carolina Air National Guard (SCANG) for connecting to the Southeast sewer system.



Agenda Briefing

Prepared by:	Bill Davis		Title:	Director
Department:	Utilities	Division:	Utilities	
Date Prepared:	October 16, 2020	Meeting Date:	November 17, 2020	
Legal Review	Elizabeth McLean via email		Date:	October 16, 2020
Budget Review	James Hayes via email		Date:	October 16, 2020
Finance Review	Stacey Hamm via email		Date:	October 16, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Administration & Finance			
Subject:	McEntire Joint National Guard Base (MJNGB)/South Carolina Air National Guard (SCANG)- Military Construction and Cooperative agreement (MCCA) to connect to the Southeast Sewer and Water Expansion Service			

STAFF’S RECOMMENDED ACTION:

Accept the Inter-Governmental Agreement (IGA) and the Military Construction and Cooperative Agreement (MCCA) to be forwarded to McEntire Joint National Guard Base (MJNGB)/South Carolina Air National Guard (SCANG) for connecting to the Southeast sewer system.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Richland County’s cost to build the infrastructure for McEntire MJNGB/SCANG is \$ 578,946.31(construction \$497,380.69, design \$81,565.62). The design is complete and there is no contingency cost associated with it. However, there is a five percent contingency cost on the construction cost of \$497,380.69, which is \$24,869.03 totaling \$603,815.34 (\$ 578,946.31 + \$24,869.03) (See Attachment 1 cost letter from Joel E. Wood & Associates). The McEntire MJNGB/SCANG is fully funding all the costs for their portion of the project. However, it is important to note that the construction to connect McEntire MJNGB/SCANG will not begin until Richland County gets the funding from McEntire or a letter of intent to pay for the project. The above said construction cost expires on January 29, 2021, if the executed agreement or a letter of intent to fund the project from McEntire is not received by January 29, 2021. The project has to be rebid with the contractor and McEntire agrees to pay for the new construction costs.

Item	Cost	5% Contingency	Total
Construction	\$497,380.69	\$24,869.03	\$522,249.72
Design	\$81,565.62	\$0.00	\$81,565.62
Project Total			\$603,815.34

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Utilities Department Utilities in accordance with the ordinance No. 1057-83, § 2, 6-21-83 would like to provide higher level service, revokes aging infrastructures, and adds reliability through sewer service to the McEntire Joint National Guard Base (MJNGB)/South Carolina Air National Guard (SCANG). The County Council on October 2, 2018, voted approval for the Southeast Sewer and Water expansion project to ensure that access to the public sewer is available (See Attachment 5). McEntire SCANG is one of the few military facilities that does not have public sewer connectivity and does not currently have any other option. The Southeast Sewer and Water Expansion project will help McEntire to expand and improve services on the base and will allow the closing of the wastewater treatment facilities on the base. The McEntire customer base was part of the equation to pay back the bond loans if not accepted will make the payments prolong and for additional years. The approval will help with the Southeast project bond funding payments.

The County Council approval is needed to proceed and execute the Inter-Governmental Agreement(IGA) and the Military Construction and Cooperative agreement (MCCA). Once the County Council approves the agreements then McEntire will submit the documentation to the Air National Guard (ANG) headquarters for approval of the funding and provide the letter to construct and connect to the Richland County sewer system by February 2021.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The McEntire Joint National Guard Base (MJNGB)/South Carolina Air National Guard (SCANG) would like to connect to the Southeast Sewer System. This will allow them to close the wastewater treatment facilities on the base.

Richland County Utilities and McEntire MJNGB/SCANG had meetings during the design of the Southeast Sewer and Water Expansion project to accommodate their request. The design, permitting and construction bids include the McEntire MJNGB/SCANG’s flow and connectivity. Richland County Southeast Sewer and Water Expansion Project are in construction with expected completion by June 30, 2021. Richland County will be building the infrastructure for the McEntire MJNGB/SCANG facility, which includes:

- Installation of the force main to connect to the 16” truck line on Airbase Road to transport the wastewater to the Eastover Waste Water Treatment Facility.
- Installation of the pump station at the current base plant.

McEntire MJNGB/SCANG will pay \$ 578,946.31 and a five percent contingency cost on the construction cost \$497,380.69 of \$24,869.03 totaling \$603,815.34 (See attachment 1 cost letter from Joel E. Wood & Associates) to the Richland County to build the infrastructure for McEntire MJNGB/SCANG. McEntire will be responsible for the operation and maintenance of their plant and related expenses through the date of transfer. McEntire will still own, operate, and maintain all wastewater collection system within the base.

The McEntire MJNGB/SCANG will pay monthly usage fees, as previously established by County Council, once the County begins operation of the existing wastewater collection and treatment systems at the base. The monthly usage fees shall be the only cost to the McEntire MJNGB/SCANG, except for those construction costs provided herein. Thus, there shall be no charges for tap fees for connection to the wastewater collection system to be constructed by the County. The utility rate will be adjusted in accordance with the rate study approved by the County Council with consideration of the South Carolina Department of Health and Environmental Control (SCDHEC) and other regulations as well as the cost of operation and maintenance. The usage fee shall be based on actual flow measured at the flow measurement station and shall be billed at the wholesale rate of \$4.12 per 1000 gallons. The McEntire current average flow is 10,000 gallons per day with a peak flow of 20,000 gallons per day.

McEntire MJNGB/SCANG and Richland County will execute the Inter-Governmental agreement (IGA) (See Attachment 2) to capture easements, deeds, right-of-ways that must be in place to provide access to lift stations and new infrastructure required to provide collection and transportation of wastewater for McEntire MJNGB/SCANG by May 15, 2021 (See Attachment 3).

McEntire MJNGB/SCANG and Richland County will execute a Military Construction and Cooperative agreement (MCCA) (See Attachment 4) which will release the federal and state funding to McEntire MJNGB/SCANG to pay for the project costs.

ATTACHMENTS:

1. Joel E. Wood & Associates' Southeast Richland County Sewer Project Cost to Serve McEntire MJNGB/SCANG
2. Military Construction and Cooperative agreement (MCCA)
3. McEntire MJNGB/SCANG Easement Exhibit
4. Inter-Governmental Agreement Draft
5. Meeting minutes County Council Special Call October 2, 2018



JOEL E. WOOD & ASSOCIATES

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July 21, 2020

Mr. Tariq Hussain, Acting Director
Richland County Department of Utilities
7525 Broad River Road
Irmo, South Carolina 29063

**REF: SOUTHEAST RICHLAND COUNTY SEWER PROJECT
COST TO SERVE McENTIRE WITH SEWER**

Dear Mr. Hussain:

At our last meeting with McEntire Joint National Guard Base (MJNGB) we were told that MJNGB would not become a water customer of Richland County Utilities. We were asked to review the information previously provided to MJNGB and determine the cost to provide sewer service only.

**REIMBURSABLE COST FOR MJNGB
SEWER SERVICE ONLY**

Construction Cost	\$497,380.69
Contingencies (5%)	\$ 24,869.03
Engineering/Construction Services	\$ 81,565.62
Total	\$603,815.34

It is our opinion that the revised cost, taken from the low bid, to install sewer service to MJNGB is as shown above and on the detailed "Cost Analysis." From the cost for sewer system construction we have added contingencies and the cost for design, permitting and construction services to determine a fair and equitable cost that should be contributed by MJNGB for sewer service only.

I trust this information will assist you in assessing fair and equitable cost to provide sewer service to the MJNGB.

Sincerely,

JOEL E. WOOD & ASSOCIATES, L. L. C.

Joel E. Wood, P. E.,
Managing Partner

BID SCHEDULE DIVISION 1

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____*. To Richland County (hereinafter called "OWNER"). In compliance with you Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of approximately 52,325 L.F. of 16" force main, 3,280 L.F. of 3" force main, 31,375 L.F. of 10" water line, water service connections, sewer service connections, 2 lift stations, emergency standby pumps, boring and jacking under roadways, valves, fitting, hydrants, and appurtenances. in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the amount stated in the Special Conditions for each consecutive calendar day thereafter

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER Agrees to perform all the work described in the CONTRACT DOCUMENT for the following unit prices or Lump Sum:

DIVISION 1

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Section A:					
1A.	Mobilization	0.0895	L.S.	\$75,962.50	\$6,798.64
2A.	Clear R/W	6.4	AC	\$4,311.54	\$27,593.86
3A.	Traffic Control	0.0895	L.S.	\$33,925.00	\$3,036.29
4A.	Construction Staking	0.0895	L.S.	\$9,636.67	\$862.48
5A.	Sediment and Erosion Control	0.0895	L.S.	\$59,000.57	\$5,280.55
6A.	Seeding, fertilizer and mulch	6.4	AC	\$1,830.92	\$11,717.89
7A.	16"(C905 DR 21) PVC Force Main complete, installed, tested, and approved for use	0	L.F.	\$0.00	\$0.00
8A.	16"(C905 DR 21) PVC Force Main With Restrained Joints complete, installed, tested, and approved for use	0	L.F.	\$0.00	\$0.00
9A.	16"(PC 250) Ductile Iron Force Main With Restrained Joints complete, installed, tested, and approved for use	0	L.F.	\$0.00	\$0.00
10A.	10"(C900 DR 18) PVC Water Line complete, installed, tested, and approved for use	0	L.F.	\$26.29	\$0.00
11A.	10"(C900 DR 18) PVC Water Line With Restrained Joints complete, installed, tested, and approved for use	0	L.F.	\$36.86	\$0.00
12A.	10"(PC 350) Ductile Iron Water Line With Restrained Joints complete, installed, tested, and approved for use	0	L.F.	\$48.25	\$0.00

13A.	3" (SDR 13.5) PVC Force Main complete, installed, tested, and approved for use	3,280	L.F.	\$10.84	\$35,555.20
14A.	Bore and Jack 24" Steel Casing with 16"(PC250) Ductile Iron Restrained Joint Carrier Pipe under Roadway Complete, installed and approved for use	0	L.F.	\$0.00	\$0.00
15A.	Bore and Jack 24" Steel Casing with 16"(PC250) Ductile Iron Restrained Joint Carrier Pipe under Rail Road Complete, installed and approved for use	0	L.F.	\$0.00	\$0.00
16A.	Bore and Jack 10.75" Steel Casing with 3" Coated Restrained Joint Ductile Iron Pipe under Rail Road (Force Main)	196	L.F.	\$236.59	\$46,371.64
17A.	Bore and Jack 18" Steel Casing with 10" Restrained Joint Ductile Iron Pipe under Rail Road (Water Main)	0	L.F.	\$251.72	\$0.00
18A.	Bore and Jack 18" Steel Casing with 10" Restrained Joint Ductile Iron Pipe under Roadway	0	L.F.	\$0.00	\$0.00
19A.	Horizontal Directional Drill 18"HDPE(DR 13.5) Force Main as per Detail Complete, installed, tested and approved for use	0	L.F.	\$0.00	\$0.00
20A.	2" Air/Vacuum Valve Installed in Vault Complete, installed and approved for use	2	EA	\$0.00	\$0.00
21A.	3" Air/Vacuum Valve Installed as per Detail, Complete, installed and approved for use	0	EA	\$0.00	\$0.00
22A.	1" Air Release Valve Installed as per Detail, Complete, installed, Tested and approved for use	0	EA	\$0.00	\$0.00
23A.	16" Plug Valve in Manhole Installed as per Detail Complete, tested and Approved for Use	0	EA	\$0.00	\$0.00

24A.	16" Check Valve in Manhole Installed as per Detail, Complete, installed, Tested and approved for use	0	EA	\$0.00	\$0.00
25A.	3" Plug Valve Installed as per Detail, Complete, installed, Tested and approved for use	1	EA	\$1,454.90	\$1,454.90
26A.	10" Gate Valve Installed as per Detail, Complete, installed, Tested and approved for use	0	EA	\$2,514.34	\$0.00
27A.	Furnish and Install Ductile Iron Fittings				
	a. 16" 22° Bend	0	EA	\$0.00	\$0.00
	b. 16" 45° Bend	0	EA	\$0.00	\$0.00
	c. 16" 90° Bend	0	EA	\$0.00	\$0.00
	d. 16" 16x16x8 Tee	0	EA	\$0.00	\$0.00
	e. 16" 16x16x4 Tee	0	EA	\$0.00	\$0.00
	f. 16" 16x16x6 Tee w/ 6" Plug	0	EA	\$0.00	\$0.00
	g. 10" 45° Bend	6	EA	\$714.22	\$4,285.32
	h. 10" 90° Bend	3	EA	\$809.35	\$2,428.05
	i. 10" 10x10x10 Tee	0	EA	\$1,061.85	\$0.00
	j. 10" Plug	0	EA	\$438.35	\$0.00
	k. 10" 10x10x10 Tee w/10" Plug	1	EA	\$1,189.20	\$1,189.20
28A.	Compact Ductile Iron Fittings per pound	300	LB	\$10.88	\$3,264.00
29A.	Fire Hydrant Assembly Including Tee & 6" Valve	0	EA	\$4,166.37	\$0.00
30A.	Temporary Blow-off Assembly	0	EA	\$0.00	\$0.00
31A.	Saw Cut, Remove and Replace Asphalt in Roadways as Per Detail	0	SQ YD	\$208.16	\$0.00
32A.	Saw Cut, Remove and Replace Asphalt in Driveways as Per Detail	369	SQ YD	\$54.36	\$20,058.84
33A.	6" Macadam base material in Driveways and at Mail Box	400	SQ YD	\$17.03	\$6,812.00

34A.	Saw Cut, Remove and Replace Concrete in Driveways as Per Detail	0	SQ YD	\$73.01	\$0.00
35A.	Garners Ferry Road Lift Station Installed Complete, Tested, and Approved for Use as Per Detail Drawings	0	L.S.	\$0.00	\$0.00
36A.	McEntire Lift Station Installed Complete, Tested, and Approved for Use as Per Detail Drawings	1	L.S.	\$218,673.43	\$218,673.43
37A.	Self Priming Suction Lift Emergency Pump at Garners Ferry Road Lift Station Complete, installed, Tested and Approved for Use	0	L.S.	\$0.00	\$0.00
38A.	Self Priming Suction Lift Emergency Pump at McEntire Lift Station Complete, installed, Tested and Approved for Use	1	L.S.	\$77,198.20	\$77,198.20
39A.	3" Force Main Valve Connection with Check Valve, Plug Valves and Vault Complete, Installed, tested and Approved for use	1	EA	\$13,661.33	\$13,661.33
40A.	Tie 10" Water ine to Existing 10" Waterline Complete Installed Tested and Approved for Use	0	EA	\$0.00	\$0.00
41A.	Tie 16" Force Main to Gadsden Lift Station by Others	0	EA	\$0.00	\$0.00
42A.	1" Water Service Connection Complete, Installed, Tested and approved for Use	0	EA	\$0.00	\$0.00
43A.	1" IPS PR 200 Service Tubing Complete, Installed, Tested and approved for Use	0	LF	\$0.00	\$0.00
44A.	Bore 1" IPS PR 200 Service Tubing Under Roadway Complete, Installed, Tested and approved for Use	0	LF	\$0.00	\$0.00
45A.	Grinder Pump Installed as per Detail Complete, Tested and Approved for Use	0	EA	\$0.00	\$0.00
46A.	Pressure Sewer Service Connection Box	0	EA	\$0.00	\$0.00

MILITARY CONSTRUCTION COOPERATIVE AGREEMENT (ANG)

Attachment 2

AGREEMENT NO. W912QG-20-2-2101

PAGE 1 OF 23 PAGES

BETWEEN NATIONAL GUARD BUREAU AND THE STATE OF SOUTH CAROLINA

PROJECT TITLE: INSTALL SEWER LINE

PROJECT LOCATION: MCENTIRE JOINT NATIONAL GUARD BASE (MJNGB), SOUTH CAROLINA

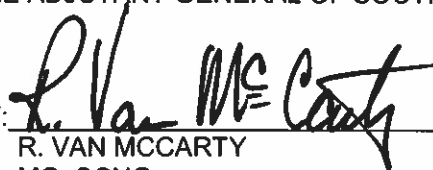
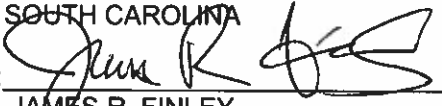
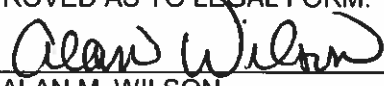

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EXECUTION

By executing this cooperative agreement, the parties agree to terms and conditions contained herein, including attachments.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement

GRANTEE	GRANTOR
THE ADJUTANT GENERAL OF SOUTH CAROLINA BY:  R. VAN MCCARTY MG, SCNG The Adjutant General Date: 03 SEP 2020	NATIONAL GUARD BUREAU UNITED STATES PROPERTY & FISCAL OFFICER OF SOUTH CAROLINA BY:  JAMES R. FINLEY COL, SCARNG USPFO for South Carolina Date: 31 AUG 2020
APPROVED AS TO LEGAL FORM: BY:  ALAN M. WILSON Attorney General for South Carolina Date: 12 SEP 2020 SUBJECT TO ATTACHED MEMO	APPROVED AS TO LEGAL FORM: BY:  KEVIN J. ESBER Office of the Staff Judge Advocate Date: 31 AUG 2020

ARTICLE I – SCOPE, PURPOSE AND AUTHORITY

Section 101. General.

a. The Grantor, National Guard Bureau (NGB) through the United States Property and Fiscal Officer (USPFO) and the Grantee, The Adjutant General of South Carolina have entered into this Military Construction Cooperative Agreement (MCCA) to establish the terms and conditions applicable to the reimbursement of Federal funds or contribution of Federal funds or contribution of in-kind assistance for this Project. NGB and the Grantee desire to design, construct, sustain, restore or modernize as applicable, this Project using this single MCCA.

b. The attached Appendix/Appendices are integral to this MCCA.

c. The provisions of current PARC policy, the former NGR 5-1 or successor CNGB Instruction and Manual and Air National Guard Engineering Technical Letter (ANGETL) 10-04, Military Construction Cooperative Agreements (MCCA) are integral to this MCCA.

d. This MCCA is not an appendix to NGB's Master Cooperative Agreement (MCA) and its Attachment A. However, 2 CFR Part 200 Award Provisions are incorporated herein by reference. The MCA contains provisions required by Federal law and regulation which apply to this MCCA and govern it. Grantee acknowledges that a hard copy of the standard NGB Master Cooperative Agreement has been provided and, as part of this agreement, agrees to abide by its pertinent provisions.

Section 102. Property and Improvements.

Title to real property improvements, including real property installed equipment constructed under this MCCA, shall be held by Richland County, or its assignee(s) or lessee(s), and will, at the option of McEntire JNGB, be removed upon cancellation or termination of this agreement.

Section 103. Scope of Activities.

The Scope of activities is contained in the Appendix/Appendices.

Section 104. Performance Specifications.

The Grantee's performance specifications are contained in the Appendix/Appendices.

Section 105. Authority

a. This MCCA is authorized under the Secretary of Defense, as provided in Title 10 U.S.C. Chapter 1803. In accordance with the provisions of 10 U.S.C. Chapter 1011, the Chief, National Guard Bureau (CNGB) is the channel of communication between the Armed Forces and the National Guard of the Grantee. As the Federal Agent for the US, the CNGB is authorized to contribute funds necessary for design and construction of facilities as set forth in 10 USC Chapter 1803. Contribution of funds by NGB and construction of the facility are necessary to accomplish Federal and State missions of the State Air National Guard.

b. The Project will be used by South Carolina's Air and Army National Guard located at MJNGB.

c. This MCCA is a Cooperative Agreement within the meaning of 31 U.S.C. §§ 6301-6308.

ARTICLE II – OBLIGATIONS OF THE PARTIES

Section 201. Obligations of the Grantee.

a. The Grantee will exercise its best efforts to supervise, manage, operate and maintain all activities or projects within the scope of this MCCA according to sound, efficient, commercial practice and the terms, conditions and specifications of this MCCA.

b. The Grantee will obligate sufficient funds to pay its share of costs of this MCCA.

c. Once the Project is completed, the Grantee may not permit any use or disposition of the facility constructed which will interfere with its use for the administration and training of units of the Reserve Forces of the United States, or in time of war or national emergency, by other units of the Armed Forces of the United States or any other use by the Federal Government until the event of termination of this MCCA. (See Section 701 Term of Agreement).

d. In the event the Grantee desires to place the facility(ies) under some use other than the training or administration of the Reserve Forces of the United States, the Grantee, upon the approval of the USPFO, may place the facility(ies) in such other use provided that:

(1) If the facility is still adequate for its original purpose and still required for the use of any Reserve Component of the United States, the Grantee replaces the facility in-kind without further Federal contribution; and,

(2) Executes a modification to this MCCA recognizing all terms and conditions as applying to the replacement facility for the remaining term of this MCCA. Determination of whether the replacement facility is adequate for use as is, in fact "in-kind" shall be within the sole discretion of the USPFO.

e. When the facility constructed under this MCCA is no longer required by any Reserve Component of the United States, as determined by any use or disposition of the facility that would interfere with its use for administering and training the Reserve Components or, in time of war or national emergency, by other units of the armed forces, or by the United States for any purpose, the Grantee agrees to reimburse the United States the amount calculated by multiplying the total Federal contribution for design and construction of the facility by the percentage derived by dividing the number of months remaining in the term of this MCCA by 300 (25 years). Service Secretaries may waive this clause for individual facilities when he/she determines reductions in strength of the Army National Guard of the United States or the Air National Guard of the United States will cause an undue financial hardship on the Grantee.

Section 202. Obligations of NGB.

a. Whenever terms of this MCCA provide for reimbursement or cost sharing by the Federal government, NGB shall reimburse the Grantee for allowable costs incurred in performance of this MCCA, according to terms and conditions for such reimbursement set forth herein.

b. Whenever the terms of this MCCA provide for approval by NGB, such approval will not be unreasonable withheld. Any request for such approval shall be considered and acted upon by NGB in a timely fashion.

c. The obligations of NGB are subject to the availability of Federal funds for the MCCA and the Grantee's funding contribution for its share of this MCCA.

ARTICLE III – COSTS

Section 301. General.

NGB shall reimburse the Grantee for allowable costs incurred in performance of this MCCA.

Section 302. Estimated Cost.

- a. Total estimated costs of this MCCA are specified in Appendix/Appendices.
- b. The Grantee shall share in costs of this MCCA performance as provided for in approved budgets of the Appendices.

Section 303. Cost Sharing.

a. Wherever any item of cost for performance of this MCCA, as listed in a budget in the Appendices, is identified to be funded in part by NGB reimbursement, NGB shall be obligated to reimburse the Grantee only for its percentage share of total costs that would otherwise be allowable under this MCCA.

b. Cost Share Percentage. For the purposes of liquidating the Grantee's obligation to pay for its share of costs, the percentage share of allowable costs for design or construction of the facility to be reimbursed to the Grantee shall be identified in Appendices.

Section 304. Allowability of Costs.

a. Except as otherwise stated in this article or elsewhere in this MCCA, allowability of costs incurred by the Grantee in performance of this MCCA shall be determined according to 2 CFR Part 200, 32 CFR Part 33, and current PARC policy, the former NGR 5-1 Chapter 5 or successor CNGB Instruction and Manual, effective at the time the cost is incurred. Specifically, the provisions of 2 CFR 200.400 are applicable to costs for awards to States and Local governments, including but not limited to 200.416 (Special Considerations for States, Local Governments and Indian Tribes) and 200.420, et seq. (General Provisions for Selected Items of Cost).

b. Costs for acquisition of real property for purposes of this MCCA are unallowable.

c. Costs of Grantee Improvements are unallowable. These unallowable improvements are facility components in excess of authorized criteria, which will not qualify for Federal reimbursement.

d. In addition to unauthorized activities and charges specified elsewhere in this agreement, unallowable costs identified in General Provisions for Selected Items of Cost 2 CFR 200.420 through 200.475 shall be unauthorized for reimbursement.

e. The allowability of costs has no effect on the maximum funding level of this cooperative agreement. NGB has no liability to reimburse any cost over and above the maximum amount of funding obligated in this cooperative agreement, even if such cost would otherwise be allowable.

Section 304-A Authorized Charges

a. Personnel.

(1) Payments for salaries, to include approved overtime and allowable benefits in accordance with State personnel policy for the payment of salary and benefits of like State government positions within the same geographic area. If a State has a pay raise, pay freeze or pay cap, a hiring freeze or employee furloughs for like positions throughout the State, then State employees under this Appendix will have corresponding limitations. When there is no like State government position available, salaries and benefits will be equivalent to a comparable grade and series Federal Civil Service position in the geographic area. Raises for Federally-reimbursed State employees and State-contracted personnel will not exceed those of comparable State employees.

(2) Benefit costs include State- or employer-paid Social Security contributions, premiums for workers compensation, medical and unemployment insurance, and the State retirement system.

(3) Costs for merit and incentive awards based on performance providing the awards are part of a program available and consistent with those offered to similar State government positions.

(4) Overtime required by Fair Labor Standards Act (FLSA), based on the work schedule authorized by the State. When operational requirements or personnel circumstances dictate additional staffing in support of the mission, overtime may be authorized as specified in the appendix to satisfy minimum staffing requirements. Overtime may be approved on an exception basis (filling for sick or annual leave, emergency, or training, etc.).

b. Costs for travel expenses and per diem, at a rate consistent with State travel regulations, for performing activities authorized under that appendix or separate agreement away from their home office.

c. Costs of training for qualification in accordance with established work center requirements, and as authorized in each appendix.

d. Costs for facilities, equipment and supplies required or reasonably necessary to perform the activities specified or described in each appendix or separate agreement.

e. Any other charges or activities not otherwise authorized require prior approval by the OPR-PM or as specified in that appendix.

f. Advance Agreements on Allowability of Costs.

(1) No cost incurred by the Grantee that is contrary to any restriction, limitation, or instruction contained in any approved Budget and/or Financial Plan under this MCCA shall be allowable.

(2) The costs of compensation for personnel services, including but not limited to the costs of premiums for workmen's compensation, unemployment compensation, State sponsored life/health insurance, and retirement benefits, shall be allowable as specified in current PARC policy, the former NGR 5-1 Chapter 5 or successor CNGB Instruction and Manual, and 2 CFR 200.431.

(3) Other specific agreement on costs, such as Pre-Agreement Costs. NONE.

Section 305. Unauthorized Activities/Charges and Costs.

Unallowable, unauthorized activities and costs/charges. In addition to the unauthorized activities and charges that may be identified in each specific Appendix, unallowable costs identified in General Provisions for Selected Items of Cost, throughout 2 CFR §200.420 through 2 CFR §200.475 shall be unauthorized for reimbursement.

Section 306. Project Close-Out and Settlement.

Within number of days as specified in current PARC policy, the former NGR 5-1 or successor CNGB Instruction and Manual under "Final Accounting and Settlement" of final completion of the project (execution date of the NGB Form 593 PROJECT INSPECTION REPORT by the State and the USPFO), or upon termination of this MCCA, whichever comes earlier, the State shall promptly deliver to NGB a full and final accounting liquidating all payments or reimbursements under this MCCA. After completion of the State's final accounting, NGB shall make a final settlement of the total NGB contribution for this MCCA. Costs incurred for performance of the project which are not disclosed by the State shall not be eligible for reimbursement by NGB. At its sole discretion, NGB may extend the time limit for good cause shown.

ARTICLE IV - FUNDING LIMITATIONS

Section 401. Funding Limitation.

- a. NGB funding limitations for design and construction are separately specified in Appendices.
- b. Within its discretion, NGB may unilaterally increase maximum funding limitations reflected in the Appendices at any time.
- c. Project Funding and Appropriation Limitation. Funding is limited to availability at NGB and the limits in appendices of the current MCCA or MCCA modification. Due to appropriation limitations, NGB funding authority for project construction shall not exceed current Congressional limitations and DoD Directives. Exceeding these limitations can only be done through Congressional Reprogramming.

Section 402. Method of Funding.

This MCCA shall be funded for each phase, according to Appendices.

Section 403. Grantee Advance Funding of Design Option.

- a. Within its discretion, the Grantee may contract, and fund the payment of costs, for preparation of project design documents in order to fulfill its obligation to provide project design documents. To the extent that "Federally-reimbursed" costs are required, the Grantee's incurrence of costs shall be made on behalf of NGB; NGB shall reimburse the Grantee for these costs.
- b. Limitations in this article relate to funds necessary for reimbursement to the Grantee for its design costs. The fact that Federal funds may not be available for obligation, or obligated to this MCCA, or available for reimbursement of Grantee costs until completion of project design documents by the Grantee or the beginning of construction of the project, shall not be grounds for claim by either party that this MCCA is unenforceable because of failure of consideration.
- c. Design costs associated with this project incurred by the Grantee in advance of this MCCA may not exceed the amounts identified in Appendix SD and may be reimbursed in accordance with Section 403.d. below.
- d. Obligation of NGB for Federal reimbursement of Grantee costs for design requires a pre-agreement be in place and is typically contingent upon one or more of the following conditions being met:
 - (1) Congressional appropriation of project MILCON construction funds, or
 - (2) Congressional language directing Project Design, or
 - (3) Inclusion of Project in the Future Year Defense Plan.
- e. In all conditions the design meet all NGB design criteria as set forth in the appropriate NGB design guides and regulations.

ARTICLE V – PAYMENT

Section 501. General.

There are only two payment methods authorized in the execution of this MCCA, the reimbursement method and the advance method. Either payment method may be used, pursuant to the policy and procedures in current PARC policy, the former NGR 5-1 Chapter 11 or successor CNGB Instruction and Manual; the award term for the method not chosen requires a strikethrough.

~~Section 502. Payment by the Reimbursement Method.~~

~~Reimbursement method payments shall be according to procedures established by the Defense Finance and Accounting Service (DFAS), DoD Financial Management Regulation 7000.111 volumes 11A and 11B and current PARC policy, the former NGR 5-1 Chapter 11 or successor CNGB Instruction and Manual.~~

Section 503. Payment by Advance Method.

NGB may reimburse the Grantee in advance. The advance payment method shall be according to procedures established by the Defense Finance and Accounting Service and current PARC policy, the former NGR 5-1 Chapter 11 or successor CNGB Instruction and Manual, Chapter 11.

Section 504. Direct Federal Payment of Grantee Obligations.

In no event, shall the USPFO make direct payment to a Grantee contractor, Grantee employee, contractor employee, or Grantee vendor for any costs incurred by the Grantee under this MCCA.

Section 505. Interest.

The amount of interest due the United States on funds advanced to the Grantee or interest due the Grantee shall be determined and paid in accordance with 31 U.S.C. § 6503 and the terms of the Cash Management Improvement Act Agreement in effect between the Grantee and U.S. Treasury and regulations as issued by the U.S. Department of Treasury and the Department of Defense, as amended. For interest on advance payments see 31 U.S.C. 6503, 32 C.F.R. § 33.21.

ARTICLE VI – DEFINITIONS

Section 601. Air National Guard Military Construction Cooperative Agreement.

Refer to MCA Section 601.

Section 602. Air National Guard.

Refer to MCA Section 602.

Section 603. Airport Authority.

A Public Agency controlling a Public Airport. A Public Agency means a State or Territory or District of Columbia or any agency of a State, Territory or District of Columbia, a Municipality or other political subdivision of a State, et. al., a tax supported organization, or an Indian tribe or pueblo. Public Airport means an airport which is used for or to be used for public purposes, under the control of a public agency, and the landing area of which is publicly owned. [Extracted from Public Law 97-248].

Section 604. Chief, National Guard Bureau.

Chief, National Guard Bureau, means the head of the National Guard Bureau, or his or her designee.

Section 605. Construction.

Construction means the erection, installation, or assembly of a new facility; the relocation of a facility; the complete replacement of an existing facility; or the expansion, extension, alteration/conversion (to a new type use) of an existing facility. This includes equipment (not furniture) installed and made a part of the facility, related site preparation, excavation, backfilling, landscaping, or other land improvements. It also includes increases in components of facilities for functional reasons and the extension of utilities to areas not previously served. The Federal reimbursement of project costs cannot exceed the statutory ceiling in 10 U.S.C. 18236(b).

Section 606. Equipment (Non-Military).

Refer to MCA Section 606.

Section 607. Fiscal Year.

Refer to MCA Section 607.

Section 608. Estimated Construction Costs.

Refer to PROJECT CONSTRUCTION FINANCE PLAN found in the Technical Appendix – Grantee Construction or Grantee Utility Connection.

Section 609. Grantee.

Refer to MCA Section 609.

Section 610. Grants Officer.

Refer to MCA Section 610.

Section 611. Grants Officer Representative.

Refer to MCA Section 611.

Section 612. In-Kind Assistance.

Refer to MCA Section 612.

Section 613. Military Equipment.

Refer to MCA Section 613.

Section 614. National Guard Bureau.

Refer to MCA Section 614.

Section 615. Design Services.

Design services mean any service necessary, or reasonably related to, investigation of a construction site for suitability, layout, engineering requirements, or development of plans and specifications for construction, preparation of construction estimates, reproduction of construction contract bid documents, or supervision and inspection of construction.

Section 616. Operation and Maintenance Activities.

Refer to MCA Section 616.

Section 617. State.

Refer to MCA Section 617.

Section 618. Territory.

Refer to MCA Section 618.

Section 619. The Adjutant General.

Refer to MCA Section 619.

Section 620. United States Property and Fiscal Officer (USPFO) (Grantor)

Refer to MCA Section 620.

Section 621. Unit.

Refer to MCA Section 621.

Section 622. Grantee (State) Improvements.

Grantee improvements is other work to facilities or portions of facilities included within the scope of the project, as identified in appendices to this MCCA, which are desired by the Grantee and for which Grantor will make no reimbursement of funds for either design or construction.

ARTICLE VII - GENERAL PROVISIONS

Section 701. Term of Agreement.

Refer to MCA Section 701.

Section 702. Sole Benefit.

Refer to MCA Section 702.

Section 703. Modification.

Refer to MCA Section 703.

Section 704. Successors and Assigns.

Refer to MCA Section 704.

Section 705. Entire Agreement.

Refer to MCA Section 705.

Section 706. Severability.

Refer to MCA Section 706.

Section 707. Waiver of Breach.

Refer to MCA Section 707.

Section 708. Notices.

Refer to MCA Section 708.

Section 709. Execution.

Refer to MCA Section 709.

Section 710. Conflict of Interest.

Refer to MCA Section 710.

Section 711. Access to and Retention of Records.

The Grantee shall afford any authorized representative of NGB, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within the Grantee's custody or control and that relate to its performance under this MCCA. The Grantee shall retain all such records intact in such form, if not original documents, as may be approved by NGB for at least ten (10) years following project, completion or termination.

Section 712. Change of Circumstances.

Refer to MCA Section 712.

Section 713. Liability and Indemnity.

Refer to MCA Section 713.

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ARTICLE VIII – APPLICABLE LAWS AND REGULATIONS

Section 801. Applicable Law.

This MCCA is incidental to implementation of a Federal program. Accordingly, this MCCA shall be governed by and construed according to Federal law as it may affect rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.

Refer to MCA Section 802.

Section 803. Officials Not to Benefit.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

Section 803-A Nondiscrimination.

Refer to MCA Section 803.

Section 804. Lobbying.

Refer to MCA Section 804.

Section 805. Drug-Free Work Place.

Refer to MCA Section 805.

Section 806. Environmental Protection.

Refer to MCA Section 806.

Section 807. Use of United States Flag Carriers.

Refer to MCA Section 807.

Section 808. Debarment and Suspension.

Refer to MCA Section 808.

Section 809. Buy American Act.

Refer to MCA Section 809.

Section 810. Uniform Relocation Assistance and Real Property Acquisition.

Refer to MCA Section 810.

Section 811. Copeland "Anti-Kickback" Act. *(All contracts and sub-grants for construction or repair.)*

Refer to MCA Section 811.

Section 812. Contract Work Hours and Safety Standards Act.

Refer to MCA Section 812.

Section 813. Construction Wage Requirement Statute (formerly known as Davis Bacon Act)

Not Applicable

Section 814. National Historic Preservation.

(Any construction, acquisition, modernization, or other activity that may impact a historic property.)

The Grantee covenants and agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593.

(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

Section 815. Hatch Act.

The Grantee covenants and agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7326), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or Local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 816. Equal Employment Opportunity.

(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)

The Grantee covenants and agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Section 817. Cargo Preference. *(Any agreement under which international air travel may be supported by U.S. Government funds.)*

The Grantee covenants and agrees that it will comply with the Cargo Preference Act of 1954 (46 USC Chapter 553), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S. flag commercial vessels, if available.

Section 818. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.

The Grantee covenants and agrees that it will comply with Executive Order 13202 of February 17, 2001, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, as amended on April 6, 2001.

Section 819. System for Award Management and Data Universal Numbering Requirements.

Refer to MCA Section 813.

Section 820. Reporting Subawards and Executive Compensation

Refer to MCA Section 814.

ARTICLE IX – PROCUREMENT

Section 901. Procurement Procedures Applicable to States.

See MCA Attachment A – 2 CFR Part 200 Award Provisions, Part 6, particularly Articles I and III. The Grantee's acquisition of goods and services in performance of this MCCA shall be in accordance with applicable State contracting procedures and the standards and procedures cited in the preceding sentence.

Section 902. Grantee Contract Flow-down.

As specified in MCA Attachment A – 2 CFR Part 200 Award Provisions, Part 6, Article I §D, State contracts issued in support of the Grantee's responsibilities pursuant to this agreement must conform to the requirements of Part 6, Article III, unless State laws or regulations offer more protection.

ARTICLE X – PROPERTY

Section 1001. Equipment.

a. Equipment purchased by the Grantee under the terms of this agreement becomes the property of the State and will be managed, used, and disposed of in accordance with 2 CFR §200.313, and current PARC policy, the former NGR 5-1 Chapter 8 or successor CNGB Instruction and Manual.

b. Equipment purchased by the Federal government, including equipment acquired specifically for a National Guard Cooperative Agreement, vests in the Federal Government. This equipment shall be managed, used, and accounted for as provided in 2 CFR 200.313(d), and current PARC policy, the former NGR 5-1 Chapter 8 or successor CNGB Instruction and Manual.

c. Equipment purchased by the Federal government and issued to the State is Government Furnished Equipment (GFE). The title to GFP/GFE vests in the Federal government and cannot be transferred to the State and therefore cannot be considered as In-Kind Assistance (IKA).

Section 1002. Operating Materials and Supplies.

a. Items to be consumed in normal operations purchased by the State under the terms of this agreement become the property of the State and will be managed and disposed of in accordance with 2 CFR Part 200, and current PARC policy, the former NGR 5-1 Chapter 8 or successor CNGB Instruction and Manual.

b. Supplies purchased by the Federal government shall be managed, used, and accounted for as provided in 2 CFR §200.314, and current PARC policy, the former NGR 5-1 Chapter 8 or successor CNGB Instruction and Manual. State use of Federal supplies and materials may be considered as IKA.

ARTICLE XI - LEGAL AUTHORITY

Section 1101. Legal Authority.

The Grantee represents and warrants that it is under no existing or foreseeable legal disability that would prevent or hinder it from fulfilling terms and conditions of this MCCA. The State shall promptly notify NGB of any legal impediment that arises during the term of this MCCA that may prevent or hinder the Grantee's fulfillment of its obligations under this MCCA.

Section 1102. Opinion of Counsel.

Concurrent with its execution of this MCCA, the Grantee's highest legal officer, or his or her designee, certifies by signature approval as to legal form of this MCCA, that.

- a. The Grantee has the requisite authority to enter into this MCCA.
- b. The Grantee can make the warranty set forth in Section 1101 above;
- c. The Grantee is empowered to assume responsibilities and obligations the Grantee proposes to undertake under this MCCA;
- d. The provisions of this MCCA intended to secure NGB interests are enforceable according to their terms;
- e. The execution of this MCCA has been duly authorized by the State; and
- f. That the individual signing this MCCA on behalf of the Grantee has the requisite legal authority to bind and obligate the Grantee to terms and conditions of this MCCA.

ARTICLE XII - TERMINATION, ENFORCEMENT, CLAIM AND DISPUTE RESOLUTION

Section 1201. Termination.

This MCCA may be terminated by either party according to terms and conditions of 32 CFR § 33.44.

Section 1202. Enforcement.

a. NGB may take such actions to enforce terms of this MCCA as may be provided for in and under terms of 32 CFR § 33.43.

b. Circumstances under which NGB may take actions provided in Section 1202.a. above includes, but shall not be limited to, the following:

- (1) Failure by the Grantee to appropriate funds sufficient for its share of project costs;
- (2) Unreasonable failure by the Grantee to begin, prosecute, or complete construction of the Project;
- (3) Failure by the Grantee to substantially complete construction in accordance with Project Design Documents, approved and accepted in accordance with terms of this MCCA.

Section 1203. Claims, Disputes Resolution and Appeals.

a. Any claim made by the Grantee arising out of this MCCA shall be presented in writing to the Grants Officer. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested, the basis for relief, and the documents or other evidence pertinent to the claim.

b. Claims shall be made within 60 days after the basis of the claim is known or should have been known, whichever is earlier. It is the Grantee's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the Grants Officer shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within 60 days of the date of the receipt of a claim. The determination shall be final unless appealed by the Grantee pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

(1) Policy. It is NGB policy to try to resolve all issues concerning cooperative agreements at the Grants Officer's level. Grant Officers are encouraged to use ADR procedures to the maximum extent practicable.

(2) Procedures. If a Grantee decides to appeal a Grants Officer's decision, the Grants Officer shall encourage the State to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the parties determine to employ them.

e. Appeals.

(1) Grant Appeal Authority. The CNGB shall designate a Grants Appeal Authority at the time of receipt of appeal.

(2) Right of Appeal. The Grantee has the right to appeal a Grants Officer's decision to the Grant Appeal Authority.

(3) Appeal Procedures.

(a) Notice of appeal. The TAG may appeal a decision of the Grants Officer within 90 days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the Grants Officer.

(b) Appeal file. Within 30 days of receiving the notice of appeal, the Grants Officer shall forward to the Grant Appeal Authority and the Grantee the appeal file, which shall include copies of all documents relevant to the appeal

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate.

f. Final Appeal. If the Grantee is not satisfied with the opinion/decision of the CNGB, the Grantee can take the case to Federal Court. Nothing in this section is intended to limit a Grantee's right to any remedy under the law.

ARTICLE XIII - Agreement Particulars.

The information below shall be recorded by the Grants Officer's Representative (GOR) for the compliance with the reporting requirements of the DoD Assistance Award Action Report System (DAADS) and the Federal Funding Accountability and Transparency Act of 2006.

a. Grantee/Recipient Category:	Government
b. Grantee/Recipient Type:	State Government
c. Grantee/Recipient DUNS:	003592743
d. Primary Place of Performance (Project Location):	McEntire Joint National Guard Base, South Carolina
e. Grantee/Recipient County (Primary Place of Performance):	Richland
f. Grantee/Recipient Congressional District (Primary Place of Performance):	SC 6 th District
g. Major Agency:	DOD
h. Agency Code:	2100
i. Funding Agency:	Air
j. Program Source Agency:	57
k. Transaction Type:	Cooperative Agreement
l. CFDA:	12.400
m. CFDA Program Title:	Military Construction National Guard
n. Program Source Account-Funding:	3830
o. Treasury Appropriation Code:	3830
p. Award/Obligation/Action Date:	OCT 2020
q. Starting Date:	DEC 2020
r. Ending Date:	APR 2021
s. Record Type:	Individual Action
t. Fiscal Year/Quarter:	2020/4th
u. Unique Federal Award Identification Number (FAIN)	W912QG-20-2-2101
v. Approved Budget Amount:	\$560,000
w. R&D Award (Yes or No)	No
x. Indirect Cost Rate or CPP Rate:	N/A

TECHNICAL APPENDIX

UTILITY CONNECTION

PROJECT DESCRIPTION, SCOPE, AND SCHEDULE

PROJECT DESCRIPTION

Extend sewer force main from the South Carolina Air National Guard (SCANG) treatment plant located in MJNGB to Richland County sanitary sewer system location off-base. Modify existing SCANG wastewater treatment facility, install new lift station to include backup generator and transfer switch. Provide site improvements and utility service connections.

PROJECT SCOPE

The installation requires a properly sited, adequately sized, and appropriately configured sanitary sewer system which has the capacity to collect and convey the required waste water flows to a treatment facility for an acceptable point of discharge for the 169th FW (SCANG) in support of 24 PAA F-16's aircraft. The system must be practical, economically feasible and located to minimize the cost of installation, operation and maintenance. The sewers and appurtenances must be structurally sound, and must protect the environment from pollution caused by leakage at pipe joints or manhole structures. Extend sewer force main from the SCANG treatment plant to Richland County sanitary sewer system location off-base. Modify existing waste water treatment facility, install new lift station to include backup generator and transfer switch. Provide site improvements and utility service connections.

Richland County has completed the design, which included SCANG's portion of the project, and have awarded the project for construction, excluding the SCANG's portion. Work performed on the installation includes dredging, grading, excavation, and saw cutting concrete. In addition, this project includes installing and testing a lift station, suction lift emergency pump, force main and water line.

PROJECT SCHEDULE

Request as follows: [Show all significant schedule dates i.e., construction start and completion dates, etc.]	Status	Comments
Project Design	100%	Complete
Project Review and Permitting	100%	Complete
Project Bidding	100%	Complete
Award of Construction Contract	100%	Complete
Construction of force main from McEntire to Eastover Plant	28%	Complete
Begin construction of on base infrastructure (McEntire)	Dec-20	Estimated
Complete Construction of on base infrastructure (McEntire)	March 2021	Estimated
Complete Construction, Testing and Place System in operations	April 2021	Estimated
Funding Drop Dead Date	30-Oct-2020	

Note: DD Form 1391 documentation is used to establish scope.

SAMPLE SPECIFICATION (See AFI 32-1061 attachments).

SEWAGE SERVICE SPECIFICATION Public Sanitary Sewer & Water Regulations and Specifications Manual, dated July 2016.

(a) SPECIFIC PREMISES TO BE SERVED: McEntire JNGB

(b) ESTIMATED SERVICE:

Estimate annual volume: 6,809,440 gallons. (The government is neither obligated to use, nor is it restricted to, the above estimate.)

(c) SERVICE TO BE RENDERED. Richland County shall furnish a sanitary sewer connection and sanitary sewage service that shall receive, carry, treat, and dispose of all sanitary sewage originating at MJNGB. Richland County shall operate the sewage disposal and treatment facilities in conformity with applicable laws, rules, and regulations promulgated by Federal, State, and Local authorities.

(d) METERING. (Use the applicable provision.)

The sewage received by Richland County shall be measured by 1000 gallons

(e) SIZE OF SEWER TO POINT OF DELIVERY. 3-inch diameter from base lift station to 16-inch force main on Air Base Rd.

(f) RATE SCHEDULE. \$4.12 per 1000 gallons

The County Council has the authority to review and make rate changes for all the customers. If a rate change is adapted it will be communicated to all the customers.

TECHNICAL APPENDIX

UTILITY CONNECTION

STATEMENT OF WORK

1. **Purpose.** This statement of Work defines the Grantee's obligation in providing Grantee construction for a project to be supported in full with ANG _____SRM_____ funding.

2. **Scope of Responsibilities and Administration.**

2.1. Upon acceptance of the Project Design Documents, the Grantee will contract for the construction of the Project according to this MCCA.

2.2. The Grantee shall carry out the construction of the Project in strict accordance with the Project Design Documents.

2.3. **NGB Approval of Construction Documents.** Unless authority is delegated, the Grantee shall provide any proposed contract(s) for construction of the Project to NGB for its review, comment, and approval prior to the Grantee's execution of the contract. By formal written notice, NGB shall provide the Grantee with its comments, approval or disapproval within 30 days of its receipt of the proposed Grantee contract(s). NGB may disapprove the contract(s) only for the following reasons:

2.3.1. The contract price exceeds the amount in the finance plan for construction in this Appendix; or,

2.3.2. The contract price exceeds the amount in the finance plan for construction in this Appendix; or,

2.4. **Inspection and Acceptance of Construction.**

2.4.1. The Grantee shall be responsible for inspection and acceptance of the work by its construction contractor(s). ANG shall not issue directions to any Grantee contractor and shall communicate with a Grantee contractor only through, or with the permission of, an authorized Grantee representative.

2.4.2. Upon the USPFO's concurrence with final acceptance, final reimbursement of construction costs shall be made and the project shall be considered complete.

3. **Project Finance Plans.**

3.1. The project finance plan is the maximum amount for which NGB is obligated to reimburse the Grantee for the costs of performance of this MCCA. The amount of any project finance plan line item cost limitation shall not be exceeded.

3.2. Unless otherwise provided for in the project finance plan, any line item therein may be changed only by amendment of this MCCA. Either party may propose a change to a finance plan by submitting such proposal in writing to the other party.

3.3. Grantee shall obligate funds received from NGB for projects before the end of the current fiscal year. Grantee must forward copy to Base Civil Engineer, USPFO and NGB/A4.

PROJECT CONSTRUCTION FINANCE PLAN

[PSTE 202006 ADAL Sanitary Sewer System]

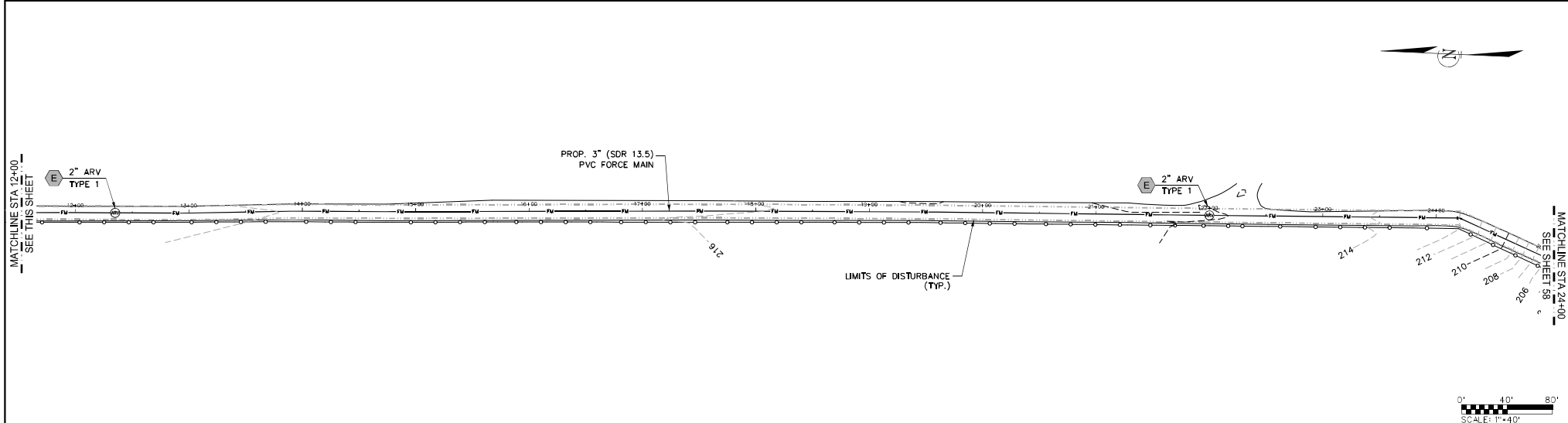
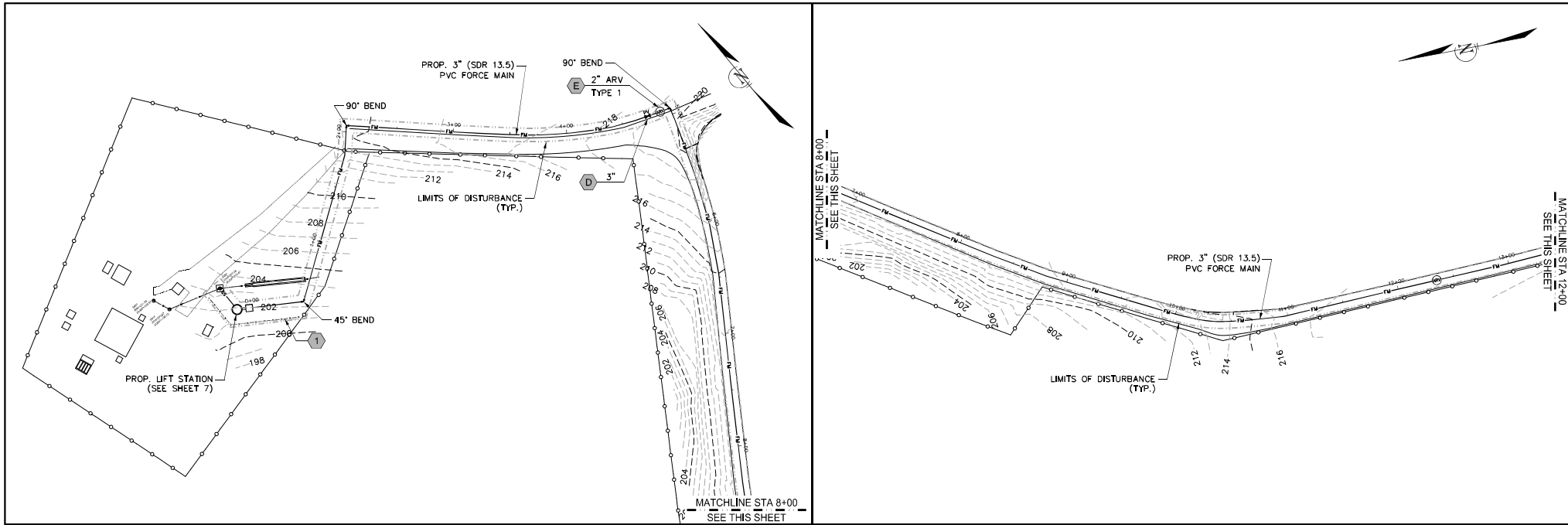
ESTIMATED COST OF CONSTRUCTION: \$ 603,815.34



Activity	Estimated ANG Share	Estimated Grantee Share	Estimated Other Share	Estimated Total
Construction of Cost Shared Improvements				
Construction of ANG Improvements	497,380.69			497,380.69
Construction of Grantee Improvements				
Construction Supervision	81,565.62			81,565.62
Contingencies (5%)	24,869.03			24,869.03
Totals	603,815.34			603,815.34

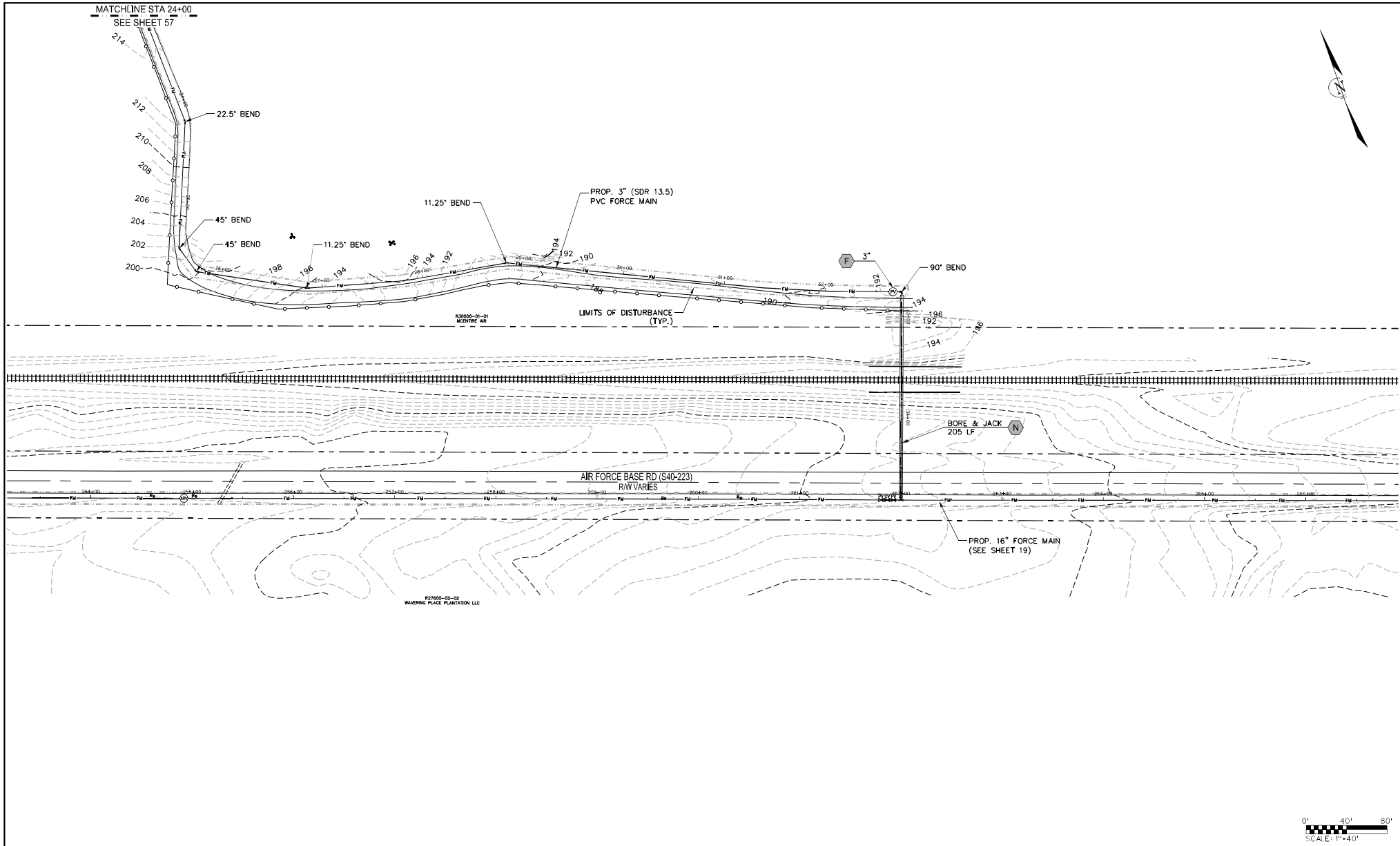
(Project Construction Finance Plan to level of detail necessary or desired for control of expenditures. The Project Construction Finance Plan should indicate the actual amount of Grantee, ANG and other sources of funds.)



Project Construction Finance Plan Notes, Terms and Conditions:

1. This Project Construction Finance Plan is incorporated into this Appendix for the purpose of identifying shared costs.
2. The ESTIMATED CONSTRUCTION COSTS represents the "TOTAL" cost to execute the construction and is inclusive, but not limited to, the following: Construction Cost, Contingency Amount, Supervision, Overhead and Inspection in support of the construction, and Agency surcharge, if any.



APPROVALS PROJECT ENGR: JEW DRAWN BY: DER CHECKED BY: ACC REVIEW: _____ BID: _____ CONSTRUCTION: _____		PREPARED BY  JOEL E. WOOD & ASSOCIATES PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390		SEALS 		PROJECT SOUTHEAST RICHLAND COUNTY SEWER SYSTEM & SOUTHEAST WATER SYSTEM EXPANSION RICHLAND COUNTY, SOUTH CAROLINA PREPARED FOR RICHLAND COUNTY UTILITIES		SHEET TITLE McENTIRE JNGB 3" FORCE MAIN STA. 0+00 - 24+00		<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DATE	REVISIONS	BY																																									SCALE: 1"=40' DATE: 9/1/2019 JOB NO.: 190104.2 SHEET 57 OF 81	
NO.	DATE	REVISIONS	BY																																																						



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NO.	DATE	REVISIONS	BY																																																						

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

WATER AND SEWER SERVICES

This Agreement dated, _____, 2020, is by and between **McEntire Joint National Guard Base (“McEntire”)** and **Richland County, South Carolina (“County”)**.

The parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The County intends to provide water and sewer services for areas of Southeast Richland County, and McEntire will receive those services in accordance with the provisions set forth herein. The provision of the water or sewer services described herein is contingent upon the availability of funds and authorization of the Richland County Council.
2. General Provisions: Wastewater Project:
 - A. The County is designing a collection system to transport the wastewater generated by McEntire to the County’s Wastewater Treatment Facility (“WWTF”) near Eastover, South Carolina, and some homeowners along the route for the new wastewater collection system.
 - B. McEntire will be responsible for the operation and maintenance of its plant and related expenses through the date of transfer to the County. Upon connection to the County sewer system, McEntire will be relieved of all current electrical, maintenance, chemical addition, and paid operator cost associated with the McEntire wastewater treatment facility. McEntire will still own, operate, and maintain all wastewater collection system within the McEntire Joint National Guard Base (“Base”).
 - C. McEntire will pay monthly usage fees, as established by County Council, once the County begins operation of the wastewater collection and treatment systems at the Base. The usage fee shall be based on actual flow measured at the flow measurement station and shall be billed at the wholesale rate of \$4.12 per 1000 gallons, subject to annual review or change by County. This rate may be adjusted taking into consideration the South Carolina Department of Health and Environmental Control (SCDHEC) and other regulations, as well as costs of operations and maintenance. There shall be no charges for tap fees for connection to the wastewater collection system constructed by the County.
 - D. The County will construct a wastewater collection and transportation system from McEntire to the County’s regional wastewater treatment facility near Eastover, South Carolina. Once the design is completed, the County will initiate a project to connect McEntire to the regional wastewater collection and treatment system once funds or letter are received.

- E. The Parties will execute the easements, deeds, right-of-ways or other documents that must be in place to provide access to lift stations and new infrastructure required to provide collection and transportation of wastewater for McEntire Joint National Guard Base by January 15, 2020. The required easements, deeds, rights-of-way as of the date of this Agreement are as shown on Exhibit A through Exhibit ?? . In addition, these documents will include delineation of who is authorized to enter the site on behalf of the County and how such entry and access will be communicated to McEntire. If such Base and site access approvals are not completed within the timeframe mentioned above and any agreed upon extension, this Agreement will terminate.
 - F. Once construction of the proposed collection system is complete and a “Permit to Operate” is obtained from SCDHEC, McEntire will be responsible for closing out the existing McEntire Wastewater Treatment Facility to the satisfaction of SCDHEC.
 - G. In the event that any additional land is required, up to one (1) acre of McEntire property will be donated and conveyed as part of McEntire's contribution to funding the project. If additional temporary construction easements are required for the closeout of existing facilities, McEntire will provide such temporary construction easements.
3. Other Provisions:
- A. McEntire will upon the County’s initiating construction of the wastewater system described herein contribute a onetime payment of Six Hundred Three Thousand Eight Hundred Fifteen Dollars and 34/100s (\$603,815.34) toward the construction of the project. The contribution will be equal to the cost of the lift station, force main, railroad crossing, and tie to the County’s force main as a bid for the construction of the Project.
 - B. McEntire will provide access to the site during the construction period for the contractor to construct the infrastructure required to connect McEntire to the County’s system. The County will during its bid process require the contractor selected to perform the work to comply with the access rules and regulations of McEntire. McEntire will provide a copy of the access procedures and requirements to be included in the County’s bid package. As part of this Agreement, McEntire and the County will develop a plan that will allow County personnel access to the lift station and force main for normal operation and maintenance of the infrastructure. The access plan will be attached to and become part of this Agreement.
 - C. The County is hereby to use the property in an "as-is" condition and the County, or its assignee(s) or lessee(s), will be responsible for maintenance of the property, any existing facilities, and any capital improvements or equipment installed at or on the property by the County or its assignee(s) or lessee(s). Any capital improvements or equipment installed at or on the property by the County or its assignee(s) or lessee(s) will remain the property of the County, or its assignee(s) or lessee(s), and will, at the option of McEntire, be removed upon cancellation or termination of this Agreement.

- D. The County shall not assign this Agreement to any party without the written consent of McEntire and no assignee or lessee may use this property without the written consent of McEntire. No assignee or lessee shall assign this Agreement without the written consent of McEntire.
- E. McEntire will comply with the Fats, Oils, and Grease (FOG) requirements of Richland County and of SCDHEC, including but not limited to the installation of grease interceptors. McEntire shall be solely responsible for any damages resulting from unauthorized discharges into the wastewater treatment plant and facilities described in this Agreement that occur as a result of the County providing the services outlined herein.
- F. Throughout the term of this Agreement, the County and McEntire each will maintain at its expense a commercial general liability policy with coverage sufficient to meet the limits under the South Carolina Tort Claims Act set forth in Section 15-78-120, as amended, or a comparable self-funded insurance program.
- G. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected thereby and shall remain in force.
- H. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given or delivered when deposited in the mail, postage paid, registered or certified mail, return receipt requested, or delivered to a private courier providing evidence of receipt as part of the services, and addressed to the parties as follows:

Richland County
Attn: Richland County Administrator
2020 Hampton Street
P.O. Box 192
Columbia, South Carolina 29202

McEntire Joint National Guard Base
Attn: Commanding Officer
169th Fighter Wing
McEntire JNGB, SC

- I. This Agreement may not be modified or amended except by a written instrument signed by or on behalf of both parties by their duly authorized representatives. No amendment, modification, or termination of this Agreement and no waiver of any provision or consent required hereunder shall be valid unless consented to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this agreement on the respective dates indicated below.

McEntire Joint National Guard Base

Witness

By: COMMANDING OFFICER

Witness

Date:

Richland County, South Carolina

Witness

By: RICHLAND COUNTY ADMINISTRATOR

Witness

Date:

authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters – Mr. Livingston moved, seconded by Mr. C. Jackson, to approve this item and to have additional information provided to Council prior to Third Reading.

Mr. Malinowski inquired about the value of the 15 acres.

Mr. Ruble stated they valued the land at \$25,000/acre. However, when we put in our costs to acquire it and improve it, the value is about \$18,500.

Mr. Malinowski stated the Exhibit C Resolution does not have an actual date.

Mr. Ruble stated he would double check on this.

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

The vote in favor was unanimous.

15. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. **County Utility System** – Mr. Pearce this item is regarding the information that was discussed that the Council Work Session. The committee forwarded this item to Council without a recommendation.

Mr. Malinowski inquired if this is a one reading item.

Dr. Yudice stated this is an item that will require an ordinance.

Mr. Malinowski stated, after hearing what he did from Citizens' Input tonight, he believes there are a lot of unanswered questions about the next item on the agenda, and that item would be included in this overall County utility system. That being included, we need to make sure exactly what we are moving forward on and providing the information needed to these people.

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

In Favor: Malinowski, Kennedy, Livingston and Rose

Opposed: C. Jackson, Myers, Pearce, Dickerson and McBride

Abstain: Manning

The motion failed.

Mr. Pearce requested Mr. Khan to give an overview of what is included in this plan.

Mr. Khan stated during the work session he presented that a utility is an asset that we have. The asset has been neglected over the years. It is time for us to go back and revamp and revive it, and do a state of

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the art system, which we can be proud of. Not doing this could have its own consequences. Essentially, for the generations to come, we will not be able to survive a resilient service to our customers. It is driven by the vision Council had in 1978, wherein we committed that we would provide water and sewer services to all unincorporated Richland County. We made progress over the years. We had a lot of areas where we are covered, but there are a lot of areas which are still lagging behind, and this is the time for us to work on those areas. In addition to that, we have to make our existing infrastructure resilient, strong, and viable. He stated we worked as a team, it was not just his effort. He must commend the team working on this (i.e. Legal, Financial Advisor, Budget). They came to a conclusion for a path forward. The first part of the recommendation is that we make it a combined utility (i.e. one unit working hand in hand from top Northwest of the County to all the way to the Southeast of the County). The second recommendation was that we submitted a capital improvement program for every utility across the Columbia area, and across the State. There are capital improvements, which are continual improvements of the system. Whether it is replace and repair upgrade of the infrastructure or its expansion. They presented a CIP along with that, and they requested that be considered as information and allow them to finalize it and bring it back to Council in the next budget cycle. The third recommendation was there are some issues in hand. They have Broad River Wastewater Treatment Plant and the Broad River region, which have some regulatory weaknesses and issues that have to be resolved. They have to act fast and get those taken care of. There are some compromised systems (i.e. Cedar Cove). They are requested to be allowed to work with financial team to come up with a plan to resolve the regulatory problems, which could become serious issues if they are not resolved in a timely and efficient manner. The fourth recommendation is that all utilities like us have a plan. Utilities operate like an enterprise business. They look at what is the revenue stream? What are the expenses? And, how do we develop a rate structure. They engage a rate study consultant several months ago. The consultant analyzed our finances and rates. With the CIP finalizing they would be able to come back with a revised rate structure in a few months for approval.

Mr. Pearce inquired if it would be accurate to say that if we approved this plan that would give Mr. Khan the resources needed to correct some serious deficiencies we have, it would not, in any way, lock in any sewer system, in any one part of the County that may be of question.

Mr. Khan responded in the affirmative.

Ms. Myers stated on pp. 186-187 are the current wastewater rates for Broad River and Hopkins at \$20.00 for the first 1,000 gallons, and going up in increments up to \$3.87/1,000 gallons for the next 60,000 gallons. Mr. Khan said that he was still working on the revised rate system. She inquired if he expected the revised system to be a multiple of 5 times the current rate.

Mr. Khan stated he does not believe it will, but for clarification the rate Ms. Myers was quoting was for water and not wastewater.

Ms. Myers inquired if when the rate structure is revised it would be \$120 - \$130 per month.

Mr. Khan stated he does not expect that. He cannot commit to that, but he has a strong conviction that it would not be that much.

Ms. Myers requested, for the record, Mr. Khan to state the range of preliminary numbers he gave to Council.

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Mr. Khan stated currently the wastewater is \$44.54 for Broad River. At this time, he is not prepared to commit to any number, but he would not expect it to be 4 or 5 times more.

Ms. Myers stated you would expect it to go lower as more people are added to the system.

Mr. Khan stated that is correct, but there would be a time where they would have to ramp up the rate to a level where we capture the backlog or deficiencies in the system. Once they get the system back to normal it would just be maintenance and monitoring.

Ms. Myers stated when Mr. Khan did the first workshop he gave Council an estimate between \$45 - \$70 per month. She inquired if he would expect it to be wildly off that number.

Mr. Khan stated his best guess, in the first 3 – 5 years, it will not exceed \$70.

Ms. Myers stated, for clarification, that is based on usage and not the base rate.

Mr. Malinowski stated, at the last meeting, Mr. Pearce brought up the fact Council had been discussing whether or not the County would sell the sewer system, hire a manager for the sewer system, or keep running it as it currently is. He stated he does not know if that was ever resolved. He would like to see any minutes related to that, if there was a final resolution on that.

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

Opposed: Manning

The vote was in favor.

- b. Council Motion: Move that Council immediately move forward with the revised Lower Richland Sewer Plan, which has been (1) improved to remove lift stations from private property (consolidated into 3 on public property), (2) expanded to replace all failed, closed septic systems at Richland One Schools (Hopkins Elementary and Middle Schools and Gadsden Elementary School) and the Franklin Park subdivision, (3) clarified to ensure that access to public sewer is available, without tap fees, to any requesting resident along the revised route, who requests service as the line are being constructed. No resident will be required to tap on to the system unless they wish to. Staff is further instructed to expedite the planning and procurement process to facilitate commencement of construction by April 2019, and targeted build out to residents, schools, and McIntyre Air Force Base by August 2019 [MYERS] – Mr. Pearce stated the recommendation from the committee is to proceed with an alternative, that in effect, would revise the approved plan and reopen that for discussion, at which time the issue of which road(s) would be debated, and have a public hearing to hearing from the citizens.

Mr. N. Jackson stated there were two (2) motions.

Mr. Pearce stated we had two (2) motions. We took them up together because both were dealing with Lower Richland. As he recalls, this was the one that dealt with both motions. What the committee is doing is offering a recommendation, which is open for discussion and if anyone would like to change it or offer a substitute motion, they are welcome to.

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Mr. N. Jackson stated the reason he said the motion was not properly before us because it says to move forward with the revised motion. There was never a motion or procedure to revise the existing sewer plan. So, when staff came up with a motion to move forward with the revised motion...when was the public meeting? Where was the public hearings? Where was it noticed to the public that Richland County decided to revise the existing sewer plan that was passed. We had 2 readings and a public hearing. We went to court and won the suit, and only 3rd Reading was left. Somehow staff had the marching orders to revise the sewer plan, and a motion was made to move forward with the revised plan. If there was not a motion to revise the plan, then this motion is not properly before us. The proper way is that a Council member puts a motion on the table. It goes to committee. Staff prepares whatever documentation and how to move forward with that motion. That was never done. His concern is that when he made his motion in September 2017, he was asked to hold back on the motion. In February 2018, the former Administrator had the motion on the agenda again. It had to be removed because it was not proper. It was not proper then. It is not proper now. There were 23 easements, not lift stations. The tap fee was eliminated. Everything that is in this new motion has already passed. The only difference is you are running sewer line down Air Base Road where there are no houses and a railroad track. When the first motion was made, and the one that needs 3rd Reading, Cabin Creek Road has over 148 houses that signed up for sewer. The route has been deviated from those houses. His point is if you are going to reroute it, at least serve the people who signed up on Cabin Creek Road. Running it down Air Base Road does not make sense. McEntire Air Guard is already paying \$1.5 million to tie into the system. This system is now costing another \$17 million. The first system the money is there and has already been approved. The new system we have to find additional funding. Also, School District One was requested to provide an additional \$4 million. They should not have to do that with the original plan. What he would recommend is that we do a Phase II or III, but to move forward with the plan that was already approved. The plan that we had over 20 community meetings. Where we had citizens for and against. It was properly, publicly discussed and Council made a decision to move forward with 3rd Reading. That is why he is saying we should move forward with last plan approved, not revised, because there is no motion to revise the plan.

Mr. Pearce stated, for clarification, the motion would revise the approved plan.

Mr. N. Jackson stated his motion is to move forward with the original plan where we had the funding.

Mr. Pearce stated, for clarification, without any revision.

Mr. N. Jackson stated you can have a Phase II or III to the plan, but to have a revision we have to do Three Readings and a public hearing all over again. It is easier to add a Phase II or III to the plan, but what is before us now is to do a new route, and that is going to cause some problems.

Mr. Pearce stated, with all respect to Mr. N. Jackson, the committee felt like they took your motion under full consideration. If we failed, he apologizes.

Mr. Rose stated what Mr. N. Jackson is saying that if you revise the plan, then you have to have another public hearing. He feels like it is time to have a public hearing. From what he is hearing, there is a lot of uncertainty from the community about how this will be implemented. He thought Sen. Jackson's remarks were well founded. He wants to assist and alleviate issues that are existing. He would ask staff if there has been a public hearing in the area that would be affected recently.

Ms. Myers stated she has held six (6) public meetings. And, her motion is for another public hearing

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along with moving this forward.

Mr. Rose stated it's not bad to have the ability to revise a plan because that is what the community wants is to be able to have a public hearing, be heard, and have the ability to make some changes. He inquired if this approved tonight, there is a public hearing going forward, but what is being locked in with this vote tonight.

Mr. Khan stated the public hearing that Mr. N. Jackson referred to did take place, although he was not a part of Richland County, at that time, he did attend one of the public hearings. The public hearings were conducted as a part of the regulatory requirement for DHEC to issue the permit to construct. As time moved on, Ms. Myers came aboard and her opinion was that we have to do it in a way that we can serve the public's interest and revise it to the best fit needs. He went back to the drawing board. He came up with a plan. He shared that plan with Administration, as well as the District 10 and 11 Council members. They held several public meetings, as well. His impression was that the tone was totally different from the first meeting he attended. The future public hearings will take place. If, and when, you choose to approve this project that would be allow him to proceed forward with the design stages of the project. When the project gets designed it will go to DHEC for approval. When DHEC is approving it, a similar set of hearings will take place again for them to issue the permit to construct.

Mr. Rose inquired about what is being locked in with the vote tonight.

Mr. Khan stated, his understanding is to proceed forward with the preliminary engineering design of the project, and then present it back to Council that this is the final preliminary engineering analysis. This is the path forward. And, then you allow him to move forward to do the full blown design. That design will be presented to Council, and then you allow him to proceed with construction. There are several steps to come. Today, you will be allowing him to go forward and formalize alternative 5, as submitted in the agenda packet.

Mr. Rose stated, for clarification, there are going to be more votes before a plan is locked in.

Mr. Khan stated there will be multiple stages to come where this project will come in front of you and you would have an opportunity to review, revisit, modify, amend, approve or disapprove.

Mr. Rose stated, for clarification, in these steps going forward there would be public input from the community for each step.

Mr. Khan stated the way it works is should you like to do other public hearings through the Richland County operations he would be glad to do that, but DHEC, by mandate, when they issue the permit to construct, they have to conduct "X number" of public hearings, and they will be conducted to take input from the public before they make the decision to allow us to go for construction.

Mr. Rose stated, for clarification, in the design process, State law is going to mandate that DHEC have public hearings.

Mr. Khan responded in the affirmative. The public hearings will be attended by Richland County to answer questions.

Mr. Rose stated at one point and time there was a staff recommendation to go back to the School

District for additional funding to address the issues at the schools. He inquired as to where that stands presently.

Mr. Khan stated that is above his pay grade. There is progress being made.

Mr. Rose stated those discussions are obviously ongoing.

Mr. Khan stated it is not Richland County's obligation, but he feels schools need to be taken care of.

Dr. Yudice stated, it is her understanding, the School District has approved \$2 million. The County requested an additional \$500,000, and the Board was supposed to discuss that.

Mr. Malinowski stated a lawsuit was brought against Richland County in this matter. It is his understanding, Richland County won the lawsuit. When Richland County won the lawsuit, they won it based on certain information that was provided to the court. Would we not have to abide by what the final result of that lawsuit was, based on the information we provided the court vs. something that is being added now.

Mr. Smith stated there were two (2) parts to the lawsuit that was brought. The first part, requested the court to enjoin or stop Richland County from going forward with a plan to provide sewer service to that area. The court denied them ability to stop us from going forward. There is one portion of the lawsuit that is still pending that deals with whether or not Richland County provided certain documents under the Freedom of Information Act to the group that requested it, but that does not have anything to do with the merits of the plan.

Mr. Malinowski stated on July 23, 2013, at the Development & Services Committee, he had a motion that passed to explore water and sewer service expansion in the unincorporated portion of Richland County. A motion like that had to go to a committee, and then come to Council, so he does not see why a motion to change something would not have had to go to the Council to be assigned to a committee to come forward. It is his understanding, it just kind of got to the committee. From what he is hearing, it is like Mr. Khan and a Council member got together and decided how you were going to revise a plan without the full Council being involved.

Mr. Khan stated in the agenda packet there are multiple options that he has handed over to Council. When he starts working he has to decide if it is a viable option or not. The one he felt was the best option he presented to Administration and shared his comments and recommendations. From that stage, it went to the Council members, Ms. Myers and Mr. N. Jackson, and got them on board. Today, he is standing in front of you to present the same case to full Council with all 5 options on the table.

Mr. Malinowski inquired why we would run a sewer line up a road, along the railroad tracks, with no houses on it vs. the original one that went past all these homes, that he believes, Mr. N. Jackson referred to.

Mr. Pearce stated, for clarification, we are not approving a specific routing of a road with this motion.

Mr. Malinowski stated that is part of the revised plan.

Mr. Pearce stated we are voting to revise a plan.

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October 2, 2018**

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Ms. Myers stated, for clarification, the reason the road is there is because there is one way to get to Gadsden Elementary, and it is down that road. To the extent, that you are going to connect to Gadsden Elementary School, you either have to go Bluff Road or Air Base Road, which is why it is there. She told Mr. Khan the other day, when the questions regarding Cabin Creek were raised, if a thousand people come to him and ask to be added, we would be crazy not to. The intent is not to exclude homes. It is to include. Mr. Khan is the engineer. She did not engineer a plan. That is Mr. Khan's plan that she thought would be helpful to pick up the 3rd school that has an open sewer. That is the only purpose.

Mr. Malinowski inquired as to why we cannot move forward with the original plan, which is a whole lot less money, and then put these other items as difference phases or additions. We are going 2 ½ times the money from 2014.

Mr. Khan stated we do not build the infrastructure for one project, one house, one street, or one area. We build the infrastructure for ages and years to come. The system he is recommending will build the backbone of the system so that when the next generation comes in we have a system in place, which can be expanded and tied onto to meet the needs. They did not do it so diligently in the Broad River, and there are some shortcomings we are dealing with. They do not want to cross that bridge when they finish this asset. The way the line is aligned is pure hydraulics. You can put the pump and pipe and send the water anywhere you choose to. The Master Plan they have developed would allow you to cover the drainage basin. The phases developed are developed for the future needs. Comparing apples to apples, the DHEC approved project can only be compared with Phase I of the project. There are pros and cons of both of the plans. The approved project had issues, which will not serve 10, 20, or 30 years down the road, and somebody will be standing here being asked why did you do this? And, he does not think they would have an answer. It is a pure engineering judgment, along with the directions and needs of the Council.

Mr. Livingston inquired if p. 197 of the agenda packet is the committee's recommendation under "Notes", and if the information included under the "Subject" section was supposed to be a part of the motion.

Mr. Pearce stated the motion is, "to proceed with an alternative, that could be revised, as necessary."

Mr. Livingston inquired if he already has the revised plan, based on the information under the "Subject". He stated Mr. Khan mentioned his recommended plan, and then inquired where that plan is located in the agenda packet.

Mr. Khan stated if you look at the staff recommendation in the briefing memo on p. 200.

Mr. Livingston stated, for clarification, we are not undoing the previous plan. It will still be there, and would be an option.

Mr. Khan stated his recommendation would be to go with a new plan, which is Alternate 5. That is a modified version of the approved plan.

Mr. Livingston stated, for clarification, all we would be voting on is to give Mr. Khan the authority to pursue an alternative plan.

Mr. Manning stated there was a question about Richland One and the Board of Commissioners. There

was a letter written from Richland One Office of Superintendent, and signed by the Chair of the Board, dated September 21, 2018 that was sent all members of County Council. At the top of p. 3, it says, "Finally, after several meetings with Richland County Administration, including a meeting with County Council Chairwoman Dickerson, Richland County School District One has discussed and communicated the following: Richland One Board of Commissioners has approved the contribution of \$2 million, and an additional \$500,000, if necessary, to support the Lower Richland Sewer Project." So, the answer, to an earlier unanswered question, that is the answer.

Ms. Dickerson stated according to the Council's Rules, because we belabored this a lot in the workshop, Mr. N. Jackson has spoken twice on this item.

Mr. N. Jackson stated this is the first on this subject that Ms. Dickerson is limiting it to 2 times to speak. He stated he has concern with that because she has never done it before, but when it comes to Lower Richland Sewer she wants to limit it. He stated he is not against public input. That is paramount. The public needs to understand and be involved. He was concerned about the process. There was never a motion to allow staff to do what they did upfront and then tell us to do a revised motion. He stated you can lay pipe anywhere and it can work with the proper pumping system, and proper size. Therefore, it does not matter where you lay the lines in the engineering process it can work. The original plan, the size of the pipes was not large enough for future expansion. Initially, when we asked the question, about the original pipes, we were told that it would develop some gas and there could be an explosion. He said the system could be vented. If the system is vented, the larger pipes would aid expansion in the future. He stated he had over 20 public meetings, and they had a lot of good discussions. The tap on fee was eliminated. No one was forced to sign anything. No one would lose their land. He stated Air Base Road is not the only route to Gadsden Elementary School. Air Base Road will tie back into Cabin Creek Road, at Congaree Road, and goes to Gadsden Elementary School the same way. He stated he has lived in the area for 40 years, and he knows the route. With the revised plan we are eliminating over 148 houses on Cabin Creek Road. McEntire Air Guard already committed to pay \$1.5 million to tie into Cabin Creek Road to continue. Some members of Council went to School District One to get an additional \$4 million for the revised plan. The concern that District One had was why come to us with a revised plan and there was no official revised plan. They decided to stick to the \$2 million that was approved and give an additional \$500,000. They had reserved over \$430,000 for Gadsden Elementary. What he thought was wrong was to go to the School Board and say, "We need an additional \$4 million for the revised plan," when there was no revised plan. He is talking about process because everything he has done on this Council; he has followed the proper process. He makes a motion, and if he is successful he has a minimum of 5 votes and it is done. He should expect all Council members to follow the same process. He supports public input, and he wants public input. If the public see that its fit to go down Air Base Road, that is fine, but the original motion he made for the sewer had nothing to do with Air Base Road. It dealt with the developers' plan to put two (2) sewer treatment plants in Hopkins, and he was totally against it. Eastover has a plant that has a capacity for several thousand houses, and he said run a line to the Eastover plant. The schools in Hopkins had a problem with DHEC; therefore, they were fortunate to be able to tie into the system. We can have a public meeting, and go through the same process again because he wants the public's input. He is just talking about the process and the false information that there were 23 lift stations. There were 23 easements, not lift stations. If you look in the plan passed, the tap fee was eliminated. To tell the citizens we are going to eliminate the tap fee, and get rid of the 23 lift stations is not true. That has already been done. He wants to make it clear to the citizens that the so-called revised plan is about the routing and the size pipes, not about what has already been passed.

Ms. Myers stated, just note, as a starting matter, all of the pipes that we are discussing in District 10,

**Special Called
October 2, 2018**

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Richland County Council Request for Action

Subject:

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

Notes:

First Reading: November 10 2020

Second Reading: November 17, 2020

Third Reading: December 8, 2020 {Tentative}

Public Hearing: December 8, 2020

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

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

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

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

WHEREAS, Project Offer, (“Sponsor”), desires to expand its distribution facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$2,500,000; and

WHEREAS, by a Resolution adopted on [November 10, 2020], County Council provided a 10-year extension of the 20-year exemption periods under existing fee agreements between the Sponsor and the County and between the Sponsor’s landlord and the County with respect to an existing project, and County Council also agreed to enter into a new fee agreement with the Sponsor in connection with an expansion of that project;

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 10, 2020
Second Reading: November 17, 2020
Public Hearing: December 8, 2020
Third Reading: December 8, 2020

EXHIBIT A
FORM OF FEE AGREEMENT

4847-8110-4844 v.1

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

BETWEEN

PROJECT OFFER

AND

RICHLAND COUNTY, SOUTH CAROLINA

_____, 2020

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Offer	Section 1.1
Project Location	[to come]	Exhibit A
Tax Map No.	[to come]	Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$2,500,000	Section 1.1
<ul style="list-style-type: none"> • Investment Period 	Standard (5 years)	Section 1.1
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Section 4.1(a)
<ul style="list-style-type: none"> • Millage Rate 	582.7	Section 4.1(a)
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Section 4.1(a)
<ul style="list-style-type: none"> • Claw Back Information 	Loss of FILOT benefits if do not invest at least \$2,500,000.	Section 6.1
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Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2020, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Offer, a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

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

(b) The Sponsor has made significant prior investments in the County, and in connection therewith the Sponsor entered into a previous fee-in-lieu of taxes agreement with the County;

(c) To date, the Sponsor has invested a total of approximately \$19 million in the County and currently employs approximately 103 people in the County;

(d) The Sponsor has committed to expand the investment at its facility (“*Facility*”) in the County, which investment will consist of taxable investment anticipated to be at least \$2,500,000;

(e) The Sponsor wishes to enter into a fee-in-lieu of *ad valorem* taxes agreement (“*Fee Agreement*”) with the County with respect to future investments in the County;

(f) By a Resolution adopted on November 10, 2020, County Council agreed to enter into a fee agreement with the Sponsor with respect to the Sponsor’s future investments in the County; and

(g) By an ordinance enacted on _____, 2020, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to maintain and expand its Facility in the County.

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

**ARTICLE I
DEFINITIONS**

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including

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

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be January 29, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$2,500,000.

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

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

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

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

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

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

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

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

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

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

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

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is January 29, 2056, the Final Termination Date is expected to be January 15, 2058, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on January 30, 2027.

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

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

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

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

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

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

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

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

“Sponsor” means _____, a _____ corporation, referred to in the November 10, 2020 Resolution referenced in the Recitals to this Fee Agreement as Project Offer, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a “project” by adopting an Inducement Resolution, as defined in the Act, on November 10, 2020.

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

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

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

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

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

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the Sponsor's fiscal year ending January 29, 2022. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement shall be retroactively terminated as provided in Section 6.1 of this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31, 2023, of each year during the term of this Fee Agreement, commencing on January 31, 2023, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and Fairfield County, the County's partner in the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 582.7, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2019.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Company does not meet the Contract Minimum Investment Requirement during the Investment Period (not including any extension thereof), then the Project shall revert retroactively to ad valorem taxation and this Fee Agreement shall terminate, and the Company shall make payment to the County of the difference between the FILOT Payments actually made and the total retroactive amount referred to in this Section.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months; provided, however, that there shall be no Cessation of Operations to the extent that what would otherwise constitute such Cessation occurs by reason of a “force majeure” as defined in subsection (e), below.

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

(e) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; provided, however, if by reason of “force majeure” as hereinafter defined, the Sponsor is unable in whole or in part to carry out any such term, condition, obligation or covenant, or if it takes longer than 30 days to cure such default and the Sponsor is diligently attempting to cure such default, there shall be no Event of Default. The term “force majeure” as used in this Section 7.1 shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; pandemics; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;

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

(g) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action; provided if by reason of “force majeure” as defined in subsection (e), above, the County is unable in whole or in part to carry out any such term, condition, obligation or covenant, or if it takes longer than 30 days to cure such default and the County is diligently attempting to cure such default, there shall be no Event of Default.

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection

of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email) no less than 48 hours in advance, may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage

and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not exceeding \$5,000 for work and other matters related to (i) the drafting, review, negotiation and approval of (A) this Fee Agreement and (B) any ordinances or other documents related to this Fee Agreement or to the Project, and (ii) any related

matters. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

[TO COME]

WITH A COPY TO (does not constitute notice):

[TO COME]

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such

illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, pandemics, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting

party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]

PROJECT OFFER

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

TMS Nos. R17600-01-22 AND R17600-01-32

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____, 2020 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Offer (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

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

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

4828-9261-9468 v.2

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and infrastructure credit agreement by and between Richland County, South Carolina and Project Yeti to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: November 10, 2020

Second Reading: November 17, 2020

Third Reading: December 8, 2020 {Tentative}

Public Hearing: December 8, 2020

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT YETI TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

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

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, PROJECT YETI, (“Sponsor”), desires to expand its manufacturing facility and operations in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$55,000,000 and the creation of 40 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Infrastructure Credit Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating or otherwise adding the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 10, 2020
Second Reading: November 17, 2020
Public Hearing: December 8, 2020
Third Reading: December 8, 2020

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INFRASTRUCTURE CREDIT AGREEMENT

BETWEEN

PROJECT YETI

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER 31, 2020

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project YETI	
Project Location	Richland County, South Carolina	
Tax Map No.		
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$55,000,000	
• Contract Minimum Jobs Requirement	40	
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	0.5514	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	N/A	
Multicounty Park	TBD	
Infrastructure Credit		
• Brief Description	45%	
• Credit Term	10 years	
• Claw Back Information	Proportionate, based on investment and job creation	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AND INFRASTRUCTURE CREDIT AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM TAXES AND INFRASTRUCTURE CREDIT AGREEMENT* (“*Fee Agreement*”) is entered into, effective, as of December 31, 2020, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT YETI, a corporation organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

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

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$55,000,000 and the creation of 40 new, full-time jobs];

(d) By an ordinance enacted on November 10, 2020, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

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

**ARTICLE I
DEFINITIONS**

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT

Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2020.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$55,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 40 full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

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

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

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

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

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

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Infrastructure Credit Agreement.

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2053, the Final Termination Date is expected to be on or around January 15, 2055, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2024.

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

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

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

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

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

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

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

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a "project" on November 10, 2020 by adopting an Inducement Resolution, as defined in the Act on November 10, 2020.

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

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

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

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

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

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs

Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2020. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2021 or on January 31 of the year following the year in which property is first placed in service in the Project, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5514 mils, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. *Infrastructure Credits.* To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. *Claw Back.* If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. *Events of Default.* The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "***Cessation of Operations***" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential*

Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her

official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

PROJECT YETI

WITH A COPY TO (does not constitute notice):

Burr & Forman, LLP
Attn: Erik P. Doerring
1221 Main Street, Suite 1800
Columbia, SC 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Emily Luther
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Infrastructure Credit Agreement]

PROJECT YETI

By: _____

Its: Authorized Representative

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Infrastructure Credit Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

TMS No. R16306-07-03

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

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

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT
FORTY-FIVE PERCENT (45%) FOR TEN (10) YEARS

**EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK**

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$4,620,429 in Infrastructure Credits, and \$27,500,000 had been invested at the Project and 20 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 20/[Contract Minimum Jobs Requirement] = 50%

Investment Achievement Percentage = \$27,500,000/[\$[Contract Minimum Investment Requirement]] = 50%

Overall Achievement Percentage = (50% + 50%)/2 = [50]%

Claw Back Percentage = 100% - 50% = 50%

Repayment Amount = \$4,620,429 x 50% = \$2,310,215

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

20-035 MA
Tiffany Harrison
M-1 to HI (202 acres)
Longwood Road
TMS# R16100-02-20, 04, 02 (P) & 19 (P)

Notes:

First Reading: November 19, 2020
Second Reading: December 1, 2020
Third Reading: December 8, 2020 {Tentative}
Public Hearing: November 19, 2020

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-20HR

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 # 16100-02-20, 04, 02 (P) & 19 (P) FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO HEAVY INDUSTRIAL DISTRICT (HI); 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 # 16100-02-20, 04, 02 (P) & 19 (P) from Light Industrial District (M-1) to Heavy Industrial District (HI).

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 _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 19, 2020
First Reading: November 19, 2020
Second Reading: December 1, 2020
Third Reading: December 8, 2020

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Cross to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: November 17, 2020 {Tentative}
Second Reading: December 8, 2020 {Tentative}
Third Reading: December 15, 2020 {Tentative}
Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT CROSS TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

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

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Cross (“Sponsor”) desires to expand its existing facilities in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$60,315,000 and the creation of 702 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating certain portions of the Project in the Park (to the extent not already so included); and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

WHEREAS, the Sponsor is a party to that certain Infrastructure Credit Agreement with the County dated December 14, 1999, as the same was amended and restated as of December 1, 2009 (the “1999 SSRC Agreement”), pursuant to Section 3.03 of which the Sponsor is presently receiving special source revenue credits (“SSRCs”) equal to 20% of the Fee Payments (as defined therein), subject to reduction if the number of full-time employees falls below 650, and which SSRCs presently run through property tax year 2025; and

WHEREAS, the Sponsor has requested a five-year extension of the SSRCs under the 1999 SSRC Agreement such that the SSRCs shall extend through property tax year 2030; and

WHEREAS, the Sponsor is a party to that certain Lease Agreement with the County dated July 11, 2000, as the same has been amended from time to time (the “2000 Lease Agreement”), the term of which was initially 20 years for each phase of investment placed in service by the Sponsor (the “Term”) and pursuant to which the Sponsor is presently receiving SSRCs of 20% which run through property tax year 2022; and

WHEREAS, the Sponsor has requested a 10-year extension of the Term of the 2000 Lease Agreement and an extension of the SSRCs under the 2000 Lease Agreement such that the SSRCs shall extend through property tax year 2030; and

WHEREAS, the Sponsor has caused to be prepared and presented to the County that certain Amendment to 1999 SSRC Agreement and 2000 Lease Agreement to effectuate the foregoing requests, the substantially final form of which is attached as Exhibit B (the “Amendment”), and the County is agreeable to such requests and has determined that the Amendment is an appropriate instrument for the aforementioned purposes.

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

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

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

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

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

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

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

on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Approval of Amendment.* The Amendment is hereby approved. The form, terms and provisions of the Amendment that is before this meeting are approved and all of the Amendment's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("Chair") is authorized and directed to execute the Amendment in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Amendment and to deliver the Amendment to the Sponsor.

Section 5. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 6. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 7. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 8. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 17, 2020
Second Reading: December 8, 2020
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT CROSS

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [DECEMBER 15], 2020

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Cross	
Project Location	To be completed for third reading	
Tax Map No.	To be completed for third reading	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 		
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 		
<ul style="list-style-type: none"> • [Contract Minimum Jobs Requirement] 		
<ul style="list-style-type: none"> • Investment Period 		
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<ul style="list-style-type: none"> • Millage Rate 		
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 		
<ul style="list-style-type: none"> • Claw Back Information 		
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<ul style="list-style-type: none"> • [Claw Back Information] 		
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into effective as of December 15, 2020 between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Cross, a corporation organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

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

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to expand its existing facilities (collectively, the “*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$60,315,000 and the creation of at least 702 new, full-time jobs;

(d) By an ordinance enacted on December 15, 2020, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2020.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$60,315,000.

“**Contract Minimum Jobs Requirement**” means not less than 702 full-time jobs created by the Sponsor in the County in connection with the Project.

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

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

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

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

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

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

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

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

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

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

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

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

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2054, the Final Termination Date is expected to be January 15, 2056, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2025.

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

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, originally dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

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

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

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

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

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

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and

following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project as a "project" by adopting an Inducement Resolution, as defined in the Act, on November 17, 2020.

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

(e) The County has located or will take all reasonable action to locate the Real Property comprising the Project in the Multicounty Park to the extent such Real Property is not already included.

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

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

(b) The Sponsor intends to operate the Project as corporate headquarters and service facilities and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2020. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the

Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2021, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020, which rates are as follows:

For all portions of the Project located in Tax District 2ER: 586.7
For all portions of the Project located in Tax District 2CC: 656.6
For all portions of the Project located in Tax District 1UR: 477.5

The Company shall file a separate Schedule PT-300T (or successor form) for the components of the Project in each of the above-referenced tax districts and shall identify the applicable tax district and

millage rate in the project description component of each filing in order to make the identification of the applicable millage rate for each separate form readily apparent to the Department and the County.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements

made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or

any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or

performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$6,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor

and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

[to be added for third reading]

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, pandemic, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]

[PROJECT/SPONSOR NAME]

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

[to be completed for third reading]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

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

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Infrastructure Credits shall equal 20% of the FILOT Payment due for the first ten payments hereunder, which are anticipated to be the payments for property tax years 2021 through 2030.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement *[may not exceed 100%]*

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement *[may not exceed 100%]*

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

Provided, if the Investment Achievement Percentage of Jobs Achievement Percentage is 90% of higher, then such percentage shall be deemed to be 100%.

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$54,283,500 had been invested at the Project and 561.6 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 561.6/702 = 80%

Investment Achievement Percentage = \$53,077,200/\$60,315,000 = 88%

Overall Achievement Percentage = (80% + 88%)/2 = 84%

Claw Back Percentage = 100% - 84% = 16%

Repayment Amount = \$100,000 x 16% = \$16,000

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

EXHIBIT B
FORM OF AMENDMENT

AMENDMENT TO 1999 SSRC AGREEMENT AND 2000 LEASE AGREEMENT

This Amendment (the “Amendment”) to the 1999 SSRC Agreement and 2000 Lease Agreement by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”) and PROJECT CROSS (the “Company”) is made and entered into this day of _____, 2020.

WITNESSETH:

WHEREAS, the Company and the County entered into that certain Infrastructure Credit Agreement dated December 14, 1999, as the same was amended and restated as of December 1, 2009 (the “1999 SSRC Agreement”); and

WHEREAS, the Company and the County entered into that certain Lease Agreement dated July 11, 2000, as the same has been amended from time to time (the “2000 Lease Agreement”); and

WHEREAS, the Company is presently receiving special source revenue credits (“SSRCs”) equal to 20% of the Fee Payments due under the 1999 SSRC Agreement (subject to reduction if the number of full-time employees falls below 650), which SSRCs presently run through property tax year 2025, and the Company has requested an extension of the term of such SSRCs through property tax year 2030; and

WHEREAS, the term of the 2000 Lease Agreement is 20 years for each phase of investment placed in service by the Sponsor thereunder (the “Term), and the Company has requested a ten-year extension of the Term; and

WHEREAS, the Company is presently receiving SSRCs equal to 20% of the payments in lieu of taxes due pursuant to the 2000 Lease Agreement (subject to adjustment if the Company falls short of established investment levels), which SSRCs presently run through property tax year 2022, and the Company has requested an extension of the term of such SSRCs through property tax year 2030.

WHEREAS, the Company is considering an additional investment in the County of approximately \$60,315,000 that is anticipated to create 702 new, full-time jobs in the County (the “Project”), and the Company has represented to the County that the requests set forth herein would enhance the Company’s ability to achieve the desired investment and job creation levels associated with the Project; and

WHEREAS, pursuant to an Ordinance of the County Council of even date herewith, the County Council has approved the execution of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Company agree as follows:

1. The term of the SSRCs under the 1999 SSRC Agreement is hereby extended through property tax year 2030.

2. The Term of the 2000 Lease Agreement is hereby extended by ten years.

3. The term of the SSRCs under the 2000 Lease Agreement is hereby extended through property tax year 2030.

Except as otherwise provided herein, the 1999 SSRC Agreement and 2000 Lease Agreement each shall remain in full force and effect, including the percentage reductions in the SSRCs if the agreed-upon job and investment levels, as applicable, are not satisfied.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT CROSS, each pursuant to due authority, have executed this Amendment as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to Richland County Council

PROJECT CROSS

Signature: _____
Name: _____
Title: _____

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

**AUTHORIZING THE EXPANSION OF AND RATIFYING THE
BOUNDARIES OF THE I-77 CORRIDOR REGIONAL
INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD
COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN
RICHLAND COUNTY; AND OTHER RELATED MATTERS.**

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

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Mark Anthony Brewing Inc. (“Company”) desires to establish a brewery facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$400,000,000, along with the creation of at least 325 new, full-time jobs on the property described on Exhibit A attached hereto (“Real Property”);

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

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

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

Section 2. *Ratification and Expansion of the Park Boundaries, Inclusion of Property.* The location of the Property within the Park and the expansion of the Park boundaries to include such Property not already included in the Park and, if requested by the Company or the County’s legal counsel, any amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Resolution by County Council and delivering a written notice to Fairfield County of the inclusion of the property in the Park, a description or identification of the property included in the Park, and a designation of the phase in which Richland County has located the additional property.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Resolution and the incentives offered to the Company under this Resolution.

Section 4. *Savings Clause.* The provisions of this Resolution are separable. If any part of this Resolution is, for any reason, unenforceable then the validity of the remainder of this Resolution is unaffected.

Section 5. *General Repealer.* Any prior resolution, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Resolution is effective upon its adoption.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

Date: _____, 2020

EXHIBIT A

REAL PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being identified as "Tract A" containing 144.39 acres, more or less, on a plat prepared for Mark Anthony Brewing Inc. by William E. Hayes, PLS dated November 18, 2020 and recorded on November 24, 2020 in Plat Book 2554 at Page 2324 in the Office of the Register of Deeds of Richland County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

This being a portion of the property conveyed to Richland County, South Carolina by deed of Longbranch Farm, Inc., recorded in the Office of the Register of Deeds for Richland County on January 23, 2015 in Book 2001 at Page 55. This also being a portion of the property conveyed to Richland County, South Carolina by deed of Sylvia B. Brannon, Ronald F. Boozer, Barbara B. Mann and Darlene B. Scurry, as Trustees of Trust B2 Created under the Will of S. Wyman Boozer, dated December 30, 1996, recorded in the Office of the Register of Deeds for Richland County on November 23, 2020 in Book 2554 at Page 1227. This also being the same property conveyed to Richland County, South Carolina by deed of East Richland County Public Service District, recorded in the Office of the Register of Deeds for Richland County on September 17, 2014 in Book 1973 at Page 1882.

p/o TMS No. R16100-02-02
p/o TMS No. R16100-02-04
p/o TMS No. R16100-02-19
TMS No. R16100-02-20

And also:

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being identified as "Tract B" containing 63.62 acres, more or less, on a plat prepared for Mark Anthony Brewing Inc. by William E. Hayes, PLS dated November 18, 2020 and recorded on November 24, 2020 in Plat Book 2554 at Page 2324 in the Office of the Register of Deeds of Richland County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

This being a portion of the property conveyed to Richland County, South Carolina by deed of Longbranch Farm, Inc., recorded in the Office of the Register of Deeds for Richland County on January 23, 2015 in Book 2001 at Page 55. This also being a portion of the property conveyed to Richland County by deed of Energy Solutions Diversified Services, Inc., a Delaware Corporation, f/k/a RWE Nukem Corporation, f/k/a Nukem Corporation, recorded in the Office of the Register of Deeds for Richland County on April 23, 2015 in Book 2022 at Page 1504.

p/o TMS No. R16100-02-02
p/o TMS No. R16100-02-04
TMS No. R16100-02-16

And also:

All the certain piece, parcel or lot of land with any improvements thereon, situate lying and being near the City/Town of Columbia, County of Richland, State of South Carolina, consisting of approximately 2.360 acres located on the N/S of Longwood Road and Shop Road, being identified in the Real Estate Atlas of Richland County as R16100-02-22.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Niermeier		Title:	Director
Department:	Transportation	Division:		
Date Prepared:	November 04, 2020	Meeting Date:	November 19, 2020	
Legal Review	Elizabeth McLean via email		Date:	November 06, 2020
Budget Review	James Hayes via email		Date:	November 09, 2020
Finance Review	Stacey Hamm via email		Date:	November 04, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Transportation Ad Hoc			
Subject:	Decker\Woodfield NIP – Faraway Drive Sidewalk			

STAFF’S RECOMMENDED ACTION:

Staff requests Council to approve the award the Faraway Dr. Sidewalk Project to AOS Specialty Contractors, Inc. in the amount of \$288, 933.00 and to approve a 10% construction contingency and a 10% utility contingency in the amount of \$28,893.30 each, for a total budget of \$346,719.60.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This funding will come from the \$14,132,058.80 currently available in the Neighborhood Improvement Projects FY21 Budget.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Faraway Dr. Sidewalk Project is part of the Decker\Woodfield Neighborhood Improvement Project (NIP.) The remaining portion of this NIP includes the Brookfield Rd. Sidewalk and the Chatsworth Connector Sidewalk. These two have an approximately 95% complete design and will be advertised together as one construction project once the design and permitting is complete.

ADDITIONAL COMMENTS FOR CONSIDERATION:

AOS Specialty Contractors, Inc. is the only vendor that submitted a bid for this project; however, their bid amount is below the Engineer's Estimate for the project.

ATTACHMENTS:

1. Recommendation Memo
2. Cost Comparison Between Engineer's Estimate and Bid

**RICHLAND COUNTY GOVERNMENT
DEPARTMENT OF TRANSPORTATION**

2009 Hampton Street, Columbia, SC 29204
T 803-766-5605 | TDD 803-576-2045
richlandcountysc.gov



To: Kathy Coleman, Contract Specialist, Procurement
From: Allison Steele PE, Asst. Director, Transportation
CC: Michael Niermeier, Director, Transportation
Date: November 4, 2020
Re: RC-368-IFB-2021

The Decker\Woodfield NIP – Faraway Dr. Sidewalk Project bid opening was on November 2, 2020. Only one bid was received through Procurement’s online Bonfire Portal.

AOS Specialty Contractors, Inc.	\$288,933.00
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The attached bid tab spreadsheet shows the cost comparison between the Engineer’s Estimate and the Bidder’s submission. After reviewing the comparison, the bid is within the estimated cost.

Richland County Transportation recommends awarding the project to AOS Specialty Contractors, Inc. in the amount of \$288,933.00 along with a 10% Construction Contingency (\$28,893.30) and a 10% Utilities Contingency (\$28,893.30). This will bring the final total to \$346,719.60.

If, after reviewing the bids, Procurement is in agreement with the award of this project to AOS Specialty Contractors, Inc. Transportation will submit a briefing document to the Transportation Ad Hoc Committee.

Decker Woodfield NIP - Faraway Drive Sidewalk



ITEM #	DESCRIPTION	LENGTH (MI.)		Estimate			Contractor Price			Difference
		UNITS	FARAWAY DR.	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE	Qty	Unit Price	Total	
1031000	MOBILIZATION	LS	NEC.	NEC.	\$22,650.00	\$22,650.00	\$1.00	\$25,000.00	\$25,000.00	-\$2,350.00
1032010	BONDS AND INSURANCE	LS	NEC.	NEC.	\$9,060.00	\$9,060.00	\$1.00	\$6,500.00	\$6,500.00	\$2,560.00
1050800	CONS. STAKES, LINES AND GRADES	EA	NEC.	NEC.	\$10,409.77	\$10,409.77	\$1.00	\$7,200.00	\$7,200.00	\$3,209.77
1071000	TRAFFIC CONTROL	LS	NEC.	NEC.	\$24,152.00	\$24,152.00	\$1.00	\$30,500.00	\$30,500.00	-\$6,348.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1.000	1.000	\$4,000.00	\$4,000.00	\$1.00	\$2,950.00	\$2,950.00	\$1,050.00
2012000	CLEARING & GRUBBING WITHIN THE RIGHT OF WAY	LS	1.000	1.000	\$30,000.00	\$30,000.00	\$1.00	\$12,000.00	\$12,000.00	\$18,000.00
2025000	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVING	SY	450.000	450.000	\$30.00	\$13,500.00	\$450.00	\$24.50	\$11,025.00	\$2,475.00
2031000	UNCLASSIFIED EXCAVATION	CY	1263.000	1263.000	\$30.00	\$37,890.00	\$1,263.00	\$15.00	\$18,945.00	\$18,945.00
2033000	BORROW EXCAVATION	CY	450.000	450.000	\$45.00	\$20,250.00	\$450.00	\$30.00	\$13,500.00	\$6,750.00
3069900	MAINTENANCE STONE	TON	150.000	150.000	\$100.00	\$15,000.00	\$150.00	\$55.00	\$8,250.00	\$6,750.00
3103200	HOT MIX ASPHALT BASE COURSE TYPE B	TON	77.000	77.000	\$200.00	\$15,400.00	\$77.00	\$235.00	\$18,095.00	-\$2,695.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	2.000	2.000	\$650.00	\$1,300.00	\$2.00	\$675.00	\$1,350.00	-\$50.00
4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C	TON	30.000	30.000	\$180.00	\$5,400.00	\$30.00	\$245.00	\$7,350.00	-\$1,950.00
6020005	PERM. CONS SIGNS (GRND MOUNTED)	SF	250.000	250.000	\$15.00	\$3,750.00	\$250.00	\$11.75	\$2,937.50	\$812.50
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	548.000	548.000	\$10.00	\$5,480.00	\$548.00	\$9.00	\$4,932.00	\$548.00
6271025	24" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	78.000	78.000	\$25.00	\$1,950.00	\$78.00	\$18.75	\$1,462.50	\$487.50
6531210	U-SEC. POST FOR SIGN SUPPORTS	LF	36.000	36.000	\$20.00	\$720.00	\$36.00	\$14.00	\$504.00	\$216.00
7149999	CLEANING EXISTING PIPE	LF	100.000	100.000	\$25.00	\$2,500.00	\$100.00	\$58.00	\$5,800.00	-\$3,300.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	1210.000	1210.000	\$68.00	\$82,280.00	\$1,210.00	\$49.00	\$59,290.00	\$22,990.00
7204600	CONCRETE DRIVEWAY (6" UNIFORM)	SY	476.000	476.000	\$75.00	\$35,700.00	\$476.00	\$76.00	\$36,176.00	-\$476.00
7204900	DETECTABLE WARNING SURFACE	SF	55.000	55.000	\$50.00	\$2,750.00	\$55.00	\$45.00	\$2,475.00	\$275.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	20.000	20.000	\$150.00	\$3,000.00	\$20.00	\$185.00	\$3,700.00	-\$700.00
8102100	SEEDING (UNMULCHED)	MSY	0.820	0.820	\$1,000.00	\$820.00	\$0.82	\$1,450.00	\$1,189.00	-\$369.00
8153000	SILT FENCE	LF	1516.000	1516.000	\$5.00	\$7,580.00	\$1,516.00	\$4.50	\$6,822.00	\$758.00
8156219	INLET STRUCTURE FILTER - TYPE A	LF	70.000	70.000	\$50.00	\$3,500.00	\$70.00	\$14.00	\$980.00	\$2,520.00
						\$359,041.77			\$288,933.00	\$70,108.77
	Contingency - Construction					\$35,904.18			\$28,893.30	\$7,010.88
	Contingency - Utilities					\$35,904.18			\$28,893.30	\$7,010.88
	TOTAL - CONTINGENCY					\$71,808.35			\$57,786.60	\$14,021.75
	TOTAL - CONSTRUCTION + CONTINGENCY					\$430,850.12			\$346,719.60	\$84,130.52

Negative: Contractor price is higher
Positive: Contractor price lower

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Niermeier		Title:	Director
Department:	Transportation Department	Division:		
Date Prepared:	November 2, 2020	Meeting Date:	November 19, 2020	
Legal Review	Elizabeth McLean via email		Date:	November 06, 2020
Budget Review	James Hayes via email		Date:	November 03, 2020
Finance Review	Stacey Hamm via email		Date:	November 03, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Transportation Ad Hoc Committee			
Subject:	Mitigation Credit Sales – Weyerhaeuser NR Company, I-26 Interchange Widening II			

STAFF’S RECOMMENDED ACTION:

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

Request for Council Reconsideration: Yes

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This mitigation credit sale will generate \$189,520.94 which will be credited to the Transportation Penny Program.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to Weyerhaeuser NR Company for an Army Corps of Engineers (ACE) 404 Permit for the I-26 Widening project which includes widening I-26 from 4 to 6 lanes for approximately 12 miles and from 4 to 8 lanes for approximately 4 miles. Interchange improvements are anticipated at Exit 97 (US 176), Exit 91 (S-48 Columbia Ave.), and Exit 85 (SC 202). Overpass bridge replacements are anticipated at S-58 (Koon Road), S-80 (Shady Grove Road), S-234 (Mt. Vernon Church Road), S-405 (Old Hilton Road), S-49 (Peak Street), S-39 (Peak Road), and S-167 (Parr Road). This is an updated request from the purchaser for additional mitigation credits. County Council, at its Regular Session Council Meeting on October 6, 2020, approved the sale of 6.76 mitigation credits to Weyerhaeuser NR Company for this project and the applicant is now requesting an additional 3.41 mitigation credits for a total of 10.17 mitigation credits.

The mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Construction of transportation projects requires permitting and many projects require mitigation credits to get permitted. It is more cost effective when mitigation credits are available. As surplus mitigation credits are sold, the price for credits utilized for County projects is reduced. The requested mitigation credit sales provide for the acquisition of construction permits required for transportation and other projects as well as to replenish funds spent on the creation of the mitigation credits.

The mitigation bankers were notified by email of the County's desire to participate in this sale subject to final approval by County Council at the 100% level on October 22, 2020 after receiving notification on October 21, 2020. If approved by the Transportation Ad Hoc Committee the requested mitigation credit sales will be submitted to the County Council at the Special Called County Council Meeting on December 8, 2020 for review and approval. When the sales are completed, if approved by County Council, the funds will be added to the Transportation Program account.

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$189,520.94 to \$43,072.94 for a difference of \$146,448.00 to the Transportation Program. The County Council has approved surplus mitigation credit sales on many occasions. The last two (2) mitigation credit sales approvals were completed by County Council at the Regular Session County Council Meeting on October 6, 2020 and the Special Called County Council Meeting on July 14, 2020. All related County Council actions since 2014 are not included in the attachments for brevity.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Credit Sale Notice Weyerhaeuser 10.21.20
2. MCMB_Weyehaeuser_Draft Sale Agr_10.26.20_Signed
3. County Council Regular Session, October 6, 2020 – Minutes Reg_10_06_20 Weyerhaeuser.pdf
4. County Council Special Called Session, July 14, 2020 – SCM_07-14_20 Beechwood at Camden Kershaw Cnty.pdf

SALES NOTICE

This document is intended to serve as the “Sales Notice” required in Exhibit D, Section ii of the Purchase and Sale Agreement (the “Agreement”) for Reserved Mitigation Credits between Mill Creek Mitigation Holdings LLC (“MCMH”) and Richland County (the “County”); terms used but not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section ii, the County has three business days to respond to this Sales Notice to confirm whether it would like to participate in the credit sale opportunity through the sale of its Buyer Surplus Credits. The below summary of the sales opportunity provides details on the sale and the calculation of proceeds if the County chooses to fulfill 100% of the sales opportunity using Buyer Surplus Credits. To the extent the County declines to participate or fails to respond within three business days, MCMH is free to utilize its Excess Credits to fulfill the sale, in which case the County would be entitled to 20% of the gross sales price, as further provided in the Agreement.

Enclosed with this Sales Notice is the current draft of the Credit Sales Agreement (the “Sales Agreement”). Please note that this Sales Notice and Sales Agreement relate to the same sales opportunity as that referenced in the Sales Notice we delivered to you on September 14, 2020, which we understand to have been approved by the County; the purchaser requires additional credits, so this Sales Agreement supersedes the previous version provided to you. The purchaser has indicated that the sale must close on or prior to November 30, 2020, as further provided in the Sales Agreement.

Please let us know if you have any questions.

Sincerely,

MILL CREEK MITIGATION HOLDINGS LLC

A handwritten signature in black ink, appearing to read 'CTH', with a horizontal line extending to the right.

Charles Thompson, Authorized Representative

October 21, 2020

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Interchange 26 Widening MM 85-101
<u>Location:</u>	Project information can be found on the following website: https://www.scdot.org/business/i-26-widening.aspx
<u>8-Digit HUC Watershed Code</u>	03050106 (Lower Broad River)
<u>Buyer:</u>	Weyerhaeuser NR Company
<u>Buyer's USACE 404 Permit #:</u>	SAC 2018-00748
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	10.17 restoration/enhancement credits
<u>Stream Credits:</u>	0.00
<u>Credit Proceeds:</u>	\$203,400.00
<u>Richland County Credit Share:</u>	\$187,128.00 (92% of \$203,400.00)
<u>MCMH Credit Share:</u>	\$16,272.00 (8% of \$203,400.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$11,964.71
<u>Richland County Fee Share:</u>	\$2,392.94 (20% of \$11,964.71)
<u>MCMH Fee Share:</u>	\$9,571.77 (80% of \$11,964.71)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale):</u>	\$215,364.71
<u>Richland County Gross Proceeds Share:</u>	\$189,520.94
<u>MCMH Gross Proceeds Share:</u>	\$25,843.77

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this 21st day of October, 2020 ("Effective Date"), by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and WEYERHAEUSER NR COMPANY, a Washington corporation ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Pursuant to applicable Corps policies, to the extent that Bank credits are sold as compensation for unavoidable adverse impacts to jurisdictional waters located outside the Service Area and outside the 8-digit Hydrological Unit Code watershed in which the Bank is located (the "Bank's Watershed"), Seller is required by the Corps to commit incremental acres of wetlands per wetland mitigation credit, and incremental linear feet of stream per stream mitigation credit, in excess of that required if such wetland mitigation credits and stream mitigation credits, as applicable, were sold inside the Service Area and inside the Bank's Watershed;

D. Purchaser may purchase wetland and stream mitigation credits from the Bank as compensation for unavoidable adverse impacts to jurisdictional waters of the United States for Purchaser's projects located outside the Bank's Watershed upon Purchaser receiving Corps approval;

E. Purchaser desires to procure compensatory mitigation in connection with the project known as "Interchange 26 Widening MM 85-101" pursuant to USACE Charleston District permit SAC-2018-00748 (the "Permitted Project"), which is located outside the Service Area and outside the Bank's Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein if no credits are available from a bank with a service area and watershed that encompass the Permitted Project by the Closing Date (as defined below).

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. On the Closing Date (defined below), Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, (a) ZERO and 00/100 (0.00) stream enhancement/restoration mitigation credits and ZERO and 00/100 (0.00) stream preservation mitigation credits (the "Stream Credits") and (b) TEN and 17/100 (10.17) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the "Wetland Credits", and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

On the Closing Date, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Fee for Out of Primary Service Area Credit Sales. Purchaser agrees to pay a fee (the "Adjacent 8-digit HUC") to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank's ledger to compensate for use of the Bank's credits to compensate for the Permitted Project's unavoidable adverse impacts occurring outside the Service Area and outside the Bank's Watershed. The Adjacent 8-digit HUC

Fee shall be calculated as the sum of (a) 0.5982353 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.0000 Stream Credit, which represents the functional linear feet of stream deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below.

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of TWO HUNDRED THREE THOUSAND FOUR HUNDRED and 00/100 (\$203,400.00); and, (c) Adjacent 8-digit HUC Fee of ELEVEN THOUSAND NINE HUNDRED SIXTY-FOUR and 71/100 (\$11,964.71), for a grand total purchase price for the Stream Credits and the Wetland Credits of TWO HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY-FOUR and 71/100 (\$215,364.71) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

5. Earnest Money. Within three business days of the Effective Date, Buyer will pay to Seller a nonrefundable deposit in the amount of TWENTY-ONE THOUSAND FIVE HUNDRED THIRTY-SIX and 47/100 (\$21,536.47) (the "Earnest Money"); if Buyer fails to make such payment within such time period, Seller shall have the right to terminate this Agreement by written notice to Buyer, and the parties shall have no further obligations to each other hereunder. For avoidance of doubt, Buyer previously paid to Seller a deposit in the amount of \$14,675.29; to fulfill the requirements set forth in the first sentence of this Section 5, Buyer shall pay an incremental deposit to Seller in the amount of \$6,861.18, and the aggregate amount of \$21,536.47 shall comprise the Earnest Money hereunder. To the extent Closing occurs, the Earnest Money shall be applicable to the Purchase Price.

6. Closing. The Closing of this Agreement shall occur on or before December 8, 2020 at 5:00p.m. ET ("Closing Date"). Closing shall be triggered by the payment by Buyer to Seller of the residual amount of the Purchase Price due in the amount of ONE HUNDRED NINETY THREE THOUSAND EIGHT HUNDRED TWENTY EIGHT and 24/100

(\$193,828.24), calculated as the Purchase Price less the Earnest Money. Following receipt of such amount, Seller shall deliver the Credits as provided in Section 7 below. If Seller does not receive such amount from Buyer on or prior to the Closing Date, Seller shall have the right to terminate this Agreement by written notice to Buyer and retain the Earnest Money as liquidated damages, and the parties shall have no further obligations to each other hereunder.

7. Delivery of Credits. Within three business days of receiving the full Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

8. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.
- (e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.
- (f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.
- (g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.
- (h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.
- (i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.
- (j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding

agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

9. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, sent by electronic mail, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
Attn: Charlie Thompson
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326
Email: thompson@ecocapitaladvisors.com

With a copy to:

The Lyme Timber Company LP
Attn: David Hoffer
23 South Main Street, 3rd Floor
Hanover, NH 03755
Email: dhoffer@lymetimber.com

Purchaser: Weyerhaeuser NR Company
ATTN: Doug Hughes
406 Cole Road
Hattiesburg, MS 39402
doug.hughes@weyerhaeuser.com

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification

shall survive the cancellation, termination or consummation of this Agreement.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties. This Agreement expressly supersedes the previous Agreement for Purchase and Sale of Stream and/or Wetland Mitigation Credits executed by Buyer on October 9, 2020 (the "Previous Agreement"); in case of any conflict between the terms of this Agreement and those set forth in the Previous Agreement, this Agreement shall govern.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

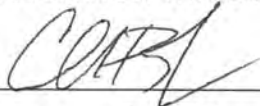
(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(m) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: 
Printed: Charles B. Thompson
Its: Authorized Representative

PURCHASER: WEYERHAEUSER NR COMPANY

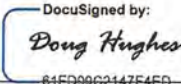
By: 
Printed: Doug Hughes
Its: Sr Manager of Mitigation

EXHIBIT A

[Attach map of Service Area]

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2020, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2020 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ and ___/100 Stream Credits and _____ and ___/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Ashley Powell, Angela Weathersby, Leonardo Brown, John Thompson, Dale Welch, Kyle Holsclaw, Clayton Voignier, Jeff Ruble, Jennifer Wladischkin, Dwight Hanna, Michael Maloney, Stacey Hamm, Judy Carter, Brad Farrar, Bill Davis, Michelle Niermeier, Ronaldo Myers, Geo Price, Tamar Black, Michael Byrd, Quinton Epps, Mike King, Paul Brawley, Allen Brown, Randy Pruitt, Brittney Hoyle-Terry, Sandra Haynes, James Hayes and Larry Smith

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Bill Malinowski
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Bill Malinowski
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing Spring Valley High School Named a “Top 20” National Magnet School of Excellence [MANNING and McBRIDE] – Ms. Onley read the proclamation into the record.
 - b. A Proclamation Recognizing Paris Asmond, Peyton Hightower, Madison Ross, and Olivia Taylor on their 4x400 Amateur Athletic Union Relay Race National Championship Win [MANNING and McBRIDE] – Ms. Onley read the proclamation into the record.
 - c. A Proclamation Recognizing Diane Sumpter on Receiving the Abe Venable Legacy Award for Lifetime Achievement by the US Minority Business Development Agency (MBDA) [MANNING] – Ms. Onley read the proclamation into the record.
5. **APPROVAL OF THE MINUTES**
 - a. Regular Session: September 15, 2020
 - b. Zoning Public Hearing: September 22, 2020
 - c. Special Called Meeting: September 24, 2020

Mr. Malinowski requested that the record reflect that he was not in attendance at the September 24, 2020 Special Called meeting due to him attending the memorial services for the former Clerk to Council, Michelle Cannon-Finch.

Ms. McBride moved, seconded by Ms. Dickerson, to approve the September 15, 2020 and September 22, 2020 minutes as distributed, and the September 24, 2020 minutes as corrected.

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

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The motion for reconsideration failed.

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Polo Rd. Widening Service Order – Mr. Manning stated the committee recommended approval of Service Order #11 to Cox & Dinkins for the design of Polo Road Widening, as described in the scope of work.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning and Newton

Opposed: Walker and Myers

Not Present: Kennedy

Mr. Manning moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Walker and Myers

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning and Newton

Not Present: Kennedy

The motion for reconsideration failed.

- b. I-26 Widening Mitigation Credit Sales – Mr. Manning stated the committee is approve the sale of 6.76 wetlands credits to Weyerhaeuser NR Company for the SCDOT I-26 Interchange Widening Project for \$125,974.40.

Ms. Myers noted the entirety of this mitigation bank is on Old Bluff Road, which is in a blighted portion of Richland County. There has not been any proposed improvements to Old Bluff Road, yet there is a multimillion dollar mitigation bank, with mitigation bank credit sales, to be used to improve other parts of Richland County. Therefore, she will be voting against this item.

In Favor: Malinowski, McBride, Livingston, Terracio and Manning

Oppose: Walker, Myers and Newton

Abstain: Dickerson

Not Present: Kennedy

The vote was in favor.

Mr. Manning moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Walker, Myers and Newton

Opposed: Malinowski, McBride, Livingston, Terracio and Manning

Abstain: Dickerson

Not Present: Kennedy

The motion for reconsideration failed.

- c. Petition for Annexation of Richland County property- Three Rivers Greenway/Saluda Riverwalk – Mr. Manning stated the committee is for First Reading approval of the petition.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning, Myers and Newton

Opposed: Walker

Not Present: Kennedy

The vote was in favor.

- d. Transportation Department Organization – Mr. Manning stated the committee recommended approval to create the Transportation Department Finance Manager position. The funding has already been approved for the position. At the committee's October meeting, they will take up the organization chart.

Mr. Livingston inquired if this was staff's recommendation.

Mr. Manning responded in the affirmative.

Ms. Newton inquired if the current organizational chart does not represent where this new position will be, and we will be provided an updated organizational chart at the next committee meeting. In addition, where does the new position fit into the organizational chart?

Mr. Manning responded that the new organizational chart will be presented at the next committee meeting. The position will report to the Transportation Director.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

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

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice Chair; Joyce Dickerson, Calvin Jackson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio, and Joe Walker

OTHERS PRESENT: Michelle Onley, Kimberly Williams-Roberts, Ashley Powell, Leonardo Brown, Brad Farrar, Dale Welch, Angela Weathersby, Ashiya Myers, Stacey Hamm, Michael Niermeier, John Thompson, Larry Smith, Tammy Addy, Clayton Voignier, Kyle Holsclaw, Quinton Epps, Synithia Williams, Jennifer Wladischkin, Judy Carter, Tariq Hussain, Dwight Hanna, John Hopkins, Jeff Ruble, Tyler Kirk, James Hayes, Allison Steele, Tommy DeLage and Brittney Hoyle-Terry

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joyce Dickerson.
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: June 16, 2020** – Ms. McBride moved, seconded by Ms. Dickerson, to approve the minutes as distributed.

Mr. Livingston noted that “Tourism Development” needs to be changed to “Temporary Alcohol” throughout the minutes.

Mr. Walker noted the vote on Item 19 (p. 25 ~ Minutes) should be in favor, and not unanimous.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Jackson, Myers and Newton

Opposed: Malinowski and Manning

The vote was in favor.

- b. **Zoning Public Hearing: June 23, 2020** – Ms. Newton moved, seconded by Ms. McBride, to approve the minutes as distributed.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Jackson, Myers and Newton

Opposed: Malinowski

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

- a. Mitigation Credit Sales – Kershaw County, Beechwood at Camden Project – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated all of the reviews, and dates of reviews, are blank in the briefing document, so he does not know what reviews or recommendations resulted in. He noted on p. 300 it says “gross proceeds” and it was indicated at the committee meeting it should have been “net”, but the briefing document still reflects “gross”; therefore, he cannot support this item.

Mr. Jackson responded that the reviews did take place by Legal, Finance and Budget, and should have been indicated.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Jackson and Newton

Opposed: Walker and Myers

Abstain: Manning

The vote was in favor.

- b. Staff Augmentation Additional Selection Approval – Mr. Jackson stated the committee recommended approval of 4 additional groups to support the Transportation Department.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Jackson, Myers and Newton

Opposed: Malinowski and Manning

The vote was in favor.

21. **REPORT OF THE SEWER AD HOC COMMITTEE**

- a. Council Motion: I move that Richland County staff reevaluate the sewer project methodology to potentially allow for usage based rather than flat rate fees [MYERS] – Mr. Malinowski stated the committee recommendation was for new development, dependent on Richland County water or sewer services, or both, that the developer be required to meter the homes for usage, and that going forward Richland County develop a phased-in plan, so that a certain number of historic customers are annually brought into a metered system, until all customers are metered.

Ms. Newton made a substitute motion to approve staff’s rate recommendation (p. 317) and adopt Scenario 4 (p. 323), with a slight modification that whenever the County’s flat rate increased by more than 15% that the transfer customer rates be allowed to increase up to 20%, not to exceed the County’s flat rate. Ms. Dickerson seconded the motion.

Mr. Malinowski stated, if we do this, we are not addressing the situation, which has been around for years of how we get away from the flat rate. In Scenario 4, it says the transfer customers’ rate will increase at the same percentage year, as the other utility customers. He would like to know how anyone ends up getting near the flat rate, if the increase is the same.

Mr. Brown responded the County already had some rates approved for the next few fiscal years, so the assumption the information makes is that those rates will not be increasing annually.



Agenda Briefing

Prepared by:	Michael Niermeier	Title:	Director
Department:	Transportation	Division:	
Date Updated:	November 23, 2020	Meeting Date:	December 08, 2020
Updated Legal Review	Elizabeth McLean via email	Date:	November 30, 2020
Updated Budget Review	James Hayes via email	Date:	December 03, 2020
Updated Finance Review	Stacey Hamm via email	Date:	November 30, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	FY21 Transportation BAN/BOND		

STAFF'S RECOMMENDED ACTION:

Update: Staff respectfully requests approval of a resolution to Bond for \$100M, paying down \$25M in debt. Note: Staff was requested before the Ad Hoc Committee Meeting to state the recommendation. Attachemnt 01 show cost comparisons.

Staff respectfully requests approval of the resolution to (1) BAN for \$100M and paying down \$25M in debt or (2) Bonding for \$100M and paying down \$25M in debt.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

As shown in Attachment 2 from First Tryon, the department has adequate funding for FY21 to pay down \$25M of the debt and meet current program needs. Should additional funding be needed, there is unencumbered funding in several projects that can be used to meet possible funding needs.

Fiscal: If the collections trend as the first quarter did this year (FY21), there should not be any problems with the numbers proposed by First Tryon. If they trend to last year's collection numbers, there would be a need for a reduction of \$5M from unencumbered project funding.

Budget/Finance: There is \$ 28,292,024 of BAN proceeds available to pay down \$ 26,394,609 in debt. This leaves \$156,772,588 of net proceeds for the year.

FY 2021 Budget	
Transportation Admin	\$ 2,122,548.00
Roadways	\$ 160,426,668.00
Bikes/Greenways	\$ 27,088,050.00
Total	\$ 189,637,266.00

Based on the projected revenue of \$69M for FY21:

COMET (28.13%):	\$ 19,409,000	
Program Administration (3%):	\$ 2,070,000	
Deb Service:	\$ 1,400,000	
Program Management Costs:	\$ 2,122,548	(allocated against projects annually)
Total Remaining for Projects:	\$ 43,998,452	

Unencumbered Money as of 11/16/2020:

In Roadways:	\$ 124,512,767 (77% remaining)
In Bike/Pedestrian/Greenways:	\$ 23,330,719 (86% remaining)

Updated Estimated Project Expenditures for FY21:	\$ 57,087,479
Anticipate FY 21 Revenue for projects:	\$ 43,998,452
Needed from unencumbered funds:	\$ 13,089,027

Est Unencumbered Balance:	\$ 67,984,670
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COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The original Transportation BAN was issued pursuant to County Ordinance 057-17 (Att 6). As required by the Ordinance, if subsequent BANs are issued to refinance prior BANs, the County Council must adopt an authorizing Resolution [see bottom of p. 3 of the Ordinance]. Prior to issuing the 2019 Transportation BAN, the County Council adopted an authorizing Resolution. Likewise, the Council adopted the attached Resolution (Att 7) on December 10, 2019 to authorize the 2020 BAN.

Staff is proposing that we draft a similar resolution for this year and include the staff’s recommendation for a bond or BAN—recognizing that the original Ordinance does not require a Resolution to authorize the issuance of bonds, but Bond Council believes it would be advisable to do so.

Transportation requires approval of one of the two options requested. Rolling the current BAN or Bonding provides the means to pay off the current BAN with either a preferred 7 year GO Bond or rolling the current BAN for 12 months. If one of these options were not selected, the Department would be required to pay off the current BAN in February of 2021 for \$128,729,167 (Net \$126,394,609). Paying this off entirely is not operationally feasible.

The current \$125M BAN has \$28,292,024 remaining that would be used to pay down \$25M of debt, reducing the programs debt obligation to \$100M. This amount would be paid down over the next 7 years with a GO bond or rolled annually with a BAN.

To date, the department has \$116,772,588 of net proceeds available with another \$40M of anticipated revenue for the remaining 3 QTRS of the year. This gives the department \$156,772,588 of net proceeds available to address the remaining FY21 Budget needs.

Parker Poe will draft two resolutions for consideration. One is for a BAN option and the other is a Bond option. Staff recommends the Bond option. The comparisons of the two are shown in attachment 1.

Once a course of action is decided, Bond Council will draft the appropriate resolution for Council and the Preliminary Official Statement. First Tryon will provide the Rating Presentation prior to the rating call. Bond/BAN Official Statement for review and approval. After the rating call, a rating letter and report will be provided as well as a bid summary. The winning bid information will be updated in the Official Statement prior to closing in February. (see Att. 8)

At the November 19, 2019 Regular Session Meeting, Council thoroughly debated financing options for the Penny Program and eventually settled on rolling over the \$175M BAN and paying down \$50M of it. The result of this approval is the matter before us.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Securing long term debt service allows better planning within a fiscally constrained environment. Consistent debt service payments subtracted from projected annual revenue will provide approximately \$37M for projects and operating expenses. Therefore, the department can better sequence projects based on conservative revenue stream projections.

Because the department paid down \$50M in debt last year and plans on paying back \$25M this year, there are no further options for debt financing. All funding will come from Penny Tax revenue, Mitigation Bank sales, and outside funding sources such as C-Funds, Federal Grants, Economic Development Grants and other State and local funding programs. Therefore, savings from the de-scoping efforts and assertive efforts to seek outside funding sources are important to the program.

ATTACHMENTS:

1. BAN vs. Bond Cost
2. Band_Bond Financials
3. Regular Session Minutes-November 19, 2019
4. Richland Ordinance 057-17 - Transportation Bonds
5. Richland (2020 Transportation BAN) Resolution
6. Richland County 2021 GO Sales Tax Bond-Financing Schedule
7. Financial Advisory Discussion Presentation

Richland County, SC
2020 GO Bond Anticipation Notes Payoff Analysis

Scenario 1 - Long Term GO Bond Takeout

Sources of Funds	
Par Amount	100,000,000
Premium	15,677,460
2020 GO BAN Debt Service Fund	2,334,558
County Equity Contribution	26,394,609
Total Sources of Funds	144,406,627

Uses of Funds	
2020 GO BAN Payoff	128,729,167
Debt Service Fund	15,027,460
Cost of Issuance	250,000
Underwriters Discount	400,000
Total Uses of Funds	144,406,627

Debt Service				
Period Ending	Principal	Interest	Debt Service Fund	Net Debt Service
6/30/2022	25,110,000	4,608,806	(15,027,460)	14,691,346
6/30/2023	11,175,000	3,516,500	-	14,691,500
6/30/2024	11,625,000	3,069,500	-	14,694,500
6/30/2025	12,085,000	2,604,500	-	14,689,500
6/30/2026	12,690,000	2,000,250	-	14,690,250
6/30/2027	13,325,000	1,365,750	-	14,690,750
6/30/2028	13,990,000	699,500	-	14,689,500
Total	100,000,000	17,864,806	(15,027,460)	102,837,346
			Net Interest Paid	2,837,346
			True Interest Cost	0.62%

Assumptions

- \$100 million fixed par amount
- Closing date of 2/24/2021
- First interest payment date of 9/1/2021
- Annual principal payment dates from 3/1/2022 - 3/1/2028
- Level annual net debt service

Scenario 2 - Roll GO BAN

Sources of Funds	
Par Amount	100,000,000
Premium	2,633,000
2020 GO BAN Debt Service Fund	2,334,558
County Equity Contribution	26,394,609
Total Sources of Funds	131,362,167

Uses of Funds	
2020 GO BAN Payoff	128,729,167
Debt Service Fund	2,393,000
Cost of Issuance	200,000
Underwriters Discount	40,000
Total Uses of Funds	131,362,167

Debt Service				
Period Ending	Principal	Interest	Debt Service Fund	Net Debt Service
6/30/2022	100,000,000	2,991,667	(2,393,000)	100,598,667
6/30/2023	-	-	-	-
6/30/2024	-	-	-	-
6/30/2025	-	-	-	-
6/30/2026	-	-	-	-
6/30/2027	-	-	-	-
6/30/2028	-	-	-	-
Total	100,000,000	2,991,667	(2,393,000)	100,598,667
			Net Interest Paid	598,667
			True Interest Cost	0.39%

Assumptions

- \$100 million fixed par amount
- Closing date of 2/24/2021
- Principal and interest due on 2/23/2022
- Cost of Issuance of \$200,000 and Underwriter's discount of \$0.40/Bond
- Current market interest rates as of 11/10/2020

Richland County, South Carolina
GO Sales Tax BAN

2020 BAN Payoff	128,729,167	FY2021 Projects	
<u>Debt Service Fund (as of</u>		Budget	187,500,000
<u>10/31/20)</u>	<u>2,334,558</u>	<u>Encumbered</u>	<u>33,033,738</u>
Net Payoff Amount	126,394,609	Net Projects Remaining	154,466,262
10/31/20 Balance		Annual Debt Service	15,000,000
Penny Tax Fund	147,908,911	(FY2022-2028)	
<u>2020 BAN Proceeds</u>	<u>28,292,024</u>	Annual Sales Tax Receipts	52,000,000
Total	176,200,935	Net Annual Amt Available for	37,000,000
Encumbered Projects	33,033,738	Projects	
Net Proceeds Available	143,167,197		
Use of Proceeds for Payoff	26,394,609		
Net Proceeds Available	116,772,588		
Remaining Sales Tax for FY2021	<u>40,000,000</u>		
	<u>156,772,588</u>		



Richland County Council

REGULAR SESSION
 November 19, 2019 – 6:00 PM
 Council Chambers
 2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice-Chair; Joyce Dickerson, Calvin “Chip” Jackson, Gwen Kennedy, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Beverly Harris, Angela Weathersby, Stacey Hamm, Leonardo Brown, Jennifer Wladischkin, Clayton Voignier, Kim Williams-Roberts, James Hayes, Ashley Powell, John Thompson, Quinton Epps, Michael Niermeier, Janet Claggett, Geo Price, Michael Byrd, Judy Carter, Sandra Haynes, Larry Smith, Jeff Ruble, Eden Logan, Brittney Hoyle Terry, Cathy Rawls, Tariq Hussain, Dwight Hanna, Casey White, Ronaldo Myers, Dale Welch, Christine Keefer, Bryant Davis and Trina Walker

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Jim Manning
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jim Manning
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing the 2019 University of South Carolina’s Athletics Hall of Fame Inductee – Kristi Coggins – Ms. Dickerson presented a proclamation honoring Ms. Coggins on her induction into the University of South Carolina’s Athletics Hall of Fame.
 - b. A Proclamation Honoring the retirement of Richland County Sheriff’s Department Captain Joseph “Joe” Johnson Odom – Ms. Dickerson presented a proclamation honoring Captain Odom on his retirement from the Richland County Sheriff’s Department.
5. **PRESENTATIONS**
 - a. Communities In Schools of the Midlands: Latasha Taste-Walker, Director of Development – Ms. Taste-Walker thanked Council for their support over the last 30 years. On November 6, they celebrated “All in for Kids Day”. They currently serve over 2,900 students, which are at-risk.
 - b. Serve & Connect: Kassy Alia Ray – Ms. Ray presented an overview of what the “Serve & Connect” initiative has been able to accomplish. She thanked Council for their monetary support for the initiative, as well as their emotional support following the death of her husband.
6. **APPROVAL OF MINUTES**
 - a. Regular Session: November 5, 2019 – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as distributed.

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

a. NOTIFICATION OF APPOINTMENTS

1. Airport Commission – Three (3) Vacancies – Ms. Newton noted that Mr. Julius W. “Jay” McKay, II withdrew his application for the position.

Ms. Newton stated the committee recommended appointing Ms. Kaela Bailey and Mr. Michael Medsker, and to vote individually on the remaining two (2) applicants to fill the remaining vacancy.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson and Livingston

Present but Not Voting: Manning

The vote in favor was unanimous to appoint Ms. Kaela Bailey and Mr. Michael Medsker.

Ms. Myers inquired if the committee interviewed both of the applicants, and found them both equally acceptable.

Ms. Newton stated the committee did interview all of the candidates, and voted on them, but neither candidate received a majority of votes to make a recommendation to Council.

Mr. Jackson stated it concerns him when an item comes before Council to make a decision that should be made at the committee level. What he believes he heard was there were enough committee members to vote, but not all of the committee members did vote, so as a result Council is being asked to make the decision.

Callan: Malinowski, Walker and Dickerson

Squire: Terracio, Newton, Myers, Kennedy, Manning and Livingston

Mr. Jerome S. Squire was appointed to fill the remaining vacancy.

20. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE –**

a. **Items for Action:**

1. Cash Flow Model Presentation – First Tryon – Mr. Jackson stated the item before Council is the Cash Flow Model, which has been presented on multiple occasions.

Mr. Walker stated he would like to see an all cash method, going forward. It eliminates the ambiguity of bonding, fees associated with bonding, and the misappropriation that bonding brings forward. He stated, for clarification, that he understood Mr. Goldsmith, in his professional opinion, as a financial advisor to multiple municipalities, recommended the hybrid option is in the best interest of the County, its constituents, its taxpayers, and those that are expecting to derive a return and product from this program.

Mr. Goldsmith responded in the affirmative. In an ideal world, we would all say that we never want to borrow because when we do all we are doing is paying interest costs to investors in New York. We would rather be able to spend penny for penny every bit of revenue directly on

construction projects, but you get the revenues quarterly, which means you would have to match up exactly your spending schedule. The benefit of bonding is you get the big pot of money upfront, so you can go out and start spending on multiple projects all at once.

Mr. Walker stated, for clarification, bonding allows for expediency, and a pay go program would have a negative downside of slowing down or potentially interrupting the current project flow.

Mr. Goldsmith stated that is correct, which then exposes you to the construction cost inflation.

Mr. Malinowski inquired as to where we are going to get the contractors. He stated there is only a finite number of contractors that can do the jobs, whether you have the money or not. It does not necessarily mean that we are going to have every project completed in the next year. The fact the funds is borrowed, and used over a longer period of time, also subjects you to a potential rise in construction costs. He stated, for clarification, borrowing a large chunk of money does not guarantee you will not be paying more money for your projects.

Mr. Goldsmith stated First Tryon is the County's financial advisor, and not the construction engineer. They take the projected construction draw schedules, which staff, and previously the PDT, provided as to what the monthly expenditures could be.

Mr. Malinowski stated, in the agenda, the date on the report is October 16th. He inquired if this is the date of preparation for the agenda, or is it the date First Tryon prepared the report.

Mr. Niermeier stated First Tryon prepared the report, for the County, on October 16th. The report was based on the updated schedule.

Mr. Malinowski inquired when First Tryon finished gathering the information for the report.

Mr. Goldsmith stated it is an iterant process, but the information would have been received days or weeks immediately prior to the submission of the report.

Mr. Malinowski inquired if it was after the report was prepared that the County received additional information, in Executive Session, regarding the DOR matter.

Mr. Brown stated the County received new information, after this report was prepared.

Mr. Malinowski inquired if the new information has been taken in account.

Mr. Brown stated, in the general sense, that the financial strength of the County is where it is, we did meet with the financial advisors, so the impact of any concerns you may have has been taken into consideration. The report, as it stands, is still good information.

Mr. Walker stated, as he looks at the project funding schedule on pp. 256, 258, and 261 of the agenda, it looks as though the schedule on all three scenarios is 2020 – 2029. Then, you have a total dollar amount expended under the three scenarios, with cash being the least of the three with \$505M; 100% debt being \$510M; and the hybrid being \$508M. To him, what he sees is the same projects; with the same total overall spend, for the most part, against the revenue projected, with the same timeline. He stated what we are really talking about is frontloading, or accelerating projects, not necessarily the capability to do the projects in the out years. It is a timing mechanism. What we are contemplating is taking on the upfront risk, and burden, against our current bonding capacity and operational capabilities. To him, what it boils down to

is financial discipline. We can do the same projects; the same overall spend, and actually save approximately 1%, simply by maintaining spending discipline. As opposed to going to the bond market, and taking on a bond load that is not necessarily needed to achieve completion of the projects. It would just require some financial discipline and pacing, within the project. He inquired if he had misinterpreted any of the data, or misspoke to any of those points.

Mr. Goldsmith responded Mr. Walker had not misspoken. It is essentially a timing issue. If you complete the borrowing. You have the "big pot" of money upfront, and is shown in the bar charts. As you can see on the cash only bar chart, we paid off the debt, so it showing you that the construction spend schedule has to live within those low bars. Overall, you will be able to build the projects, but you will have to wait until each quarter of revenue comes in. Versus, in the borrowing scenarios, when there is all borrowing, or partial borrowing, and the bars are much higher, which gives you the flexibility, if the construction folks can spend it rapidly, to do so. Whereas, if we paid off the debt, you will be saying to the construction folks, you can only spend the money as it comes in. Philosophically, you may say you would rather do that and not pay interest on debt, but the beginning place for our discussion is when the construction people say this is what we project we can spend. They pick up that, and say, if that is what you are trying to spend, the only way you can do it is to take on some debt. You do not have the cash flow coming in to be able to do that.

Mr. Jackson inquired if it is a fair assumption that the volume of work we are anticipating, going forward, would be greater than the volume of work that has occurred up to this point.

Mr. Niermeier stated that would be a good statement. The larger projects are about to come into fruition. They have gone through the design and right-of-way, and are ready to be advertised, which will take a lot of the construction money that is needed.

Mr. Walker stated if we so chose, to move forward, post advertisement. He stated he wanted to be very overt in his opinion that pacing ourselves "to eat it, as we kill it" is not some social fallacy. There is a discipline associated with leadership position that sometimes you make the tougher decisions to slow things down, and not continue to do things the same way simply because that is how we have been doing them. He finds it interesting that his colleagues appear, or are impugning, that our staff is going to accelerate the pace of projects, when that was not the tune that was sung when we moved to bring this project in-house. He finds it difficult to believe we are going to spend \$130M - \$140M, when the PDT could not do it. He understands the timing of onboarding some of these projects.

Mr. Jackson stated he wants his colleagues to be clear on what is before us. He stated we can debate whether it is appropriate to spend now, or later, all we want. He stated what is before is, once we decide which scenario to go with, it still has to come back to this body, before it is enacted. The attempt has been to try to get one of the scenarios approved. The question is not whether we would be impugning. The question is whether we want to select one of the scenarios, presented before us, to move forward. If the County has moved the project in-house, which it has done, and it decides it wants to move at a slower pace, that is going to happen naturally. Whether or not there are contractors available, it does not negate our obligation to determine which one of these scenarios is the one to choose.

Ms. Newton stated staff's recommendation is the partial payback of the BAN, and Mr. Niermeier just mentioned that some of the bigger projects are about to come online. She inquired, from Mr. Niermeier's perspective, what projects necessitate the additional BAN.

Mr. Niermeier stated there are several large widenings that are coming forward (i.e. Atlas Road).

Ms. Newton stated, for clarification, the ones that are over budget, and on hold.

Mr. Niermeier responded in the affirmative.

Ms. Newton inquired if there is a project that is not currently on hold, due to being over the referendum, which you count as being ready to come on line.

Mr. Niermeier responded there is not.

Ms. Myers stated she does not believe we should be voting to add additional debt to the County. That was the whole point of the referendum. She thinks we should be paying as we go. As in previous years, she will be voting “no” for an option that requires us to go out and get additional funds, rather than using funds on hand.

Mr. Manning stated he, along with over 50% of Richland citizens, voted in favor of bonding for Penny Projects, and is the way he will be voting.

Mr. Jackson stated the committee recommended we approve the funding plan outlined, and recommended by staff and First Tryon, which is a combination of the debt/cash mix.

In Favor: Jackson, Kennedy, Manning, Livingston and McBride

Opposed: Terracio, Malinowski, Newton, Myers and Walker

Present but Not Voting: Dickerson

The motion failed.

Mr. Manning moved, seconded by Mr. Jackson, to approve the option to bond 100%.

Mr. Walker made a substitute motion, seconded by Mr. Malinowski, to approve the all cash model, as presented by First Tryon.

Mr. Manning stated, for clarification, if the substitute motion did not pass, and we went back to the original motion that would allow for total bonding, those items would still come back to Council. The option would be available, and Council could go cash pay the entire way. If the all cash option were to pass, it would prevent the County from bonding, in the future, as was passed by the voters, in 2012.

Mr. Jackson stated that is his understanding. The process, for moving forward with bonding, would end tonight with this vote. We would not be able to come back and revisit that.

Mr. Walker stated, for clarification, if Council chose to initiate a “strategic plan”, for the remainder of this program, utilizing only cash, and they were to come up against a project shortfall, or an opportunity was brought forward by the County Administrator to bond per project, why could Council not approve a borrowing mechanism to help bridge a gap.

Ms. Myers stated the referendum prevents it. The referendum says we have to do it by a date certain, or not at all.

Ms. Hamm stated the referendum said that you had to borrow within 5 years. We started the BAN at the end of the 5 years; therefore, if we do not borrow now, we will not ever be able to borrow.

Mr. Livingston inquired, if the motion passes with -0- bonding, at what point will we not be able to do any projects, based on the projections that staff has presented.

Mr. Niermeier stated he does not have that exact date in front of him. He stated if you look at the cash only option, on p. 257 in the agenda, it drops off in Spring 2020. At that point, we would barely be able to continue with current construction, and we would have to stop any advertisement to make sure we remain cash positive for the remainder of the program.

Mr. Livingston inquired if we know how long it would take to finish all of the projects.

Mr. Niermeier responded in the affirmative. The draft schedule we put together for cash only would push us out to 2030 -2032.

Ms. Myers stated, as a point of clarification, in answer to what Mr. Livingston is saying, does that not assume we do all those projects over budget, as they stand.

Mr. Niermeier responded in the affirmative. This model does not include the \$52.5M for Carolina Crossroads, so it would need to be built back in.

Mr. Walker inquired if he was missing something, on the cash-funding schedule, because as he reads it, he does not see a year where we do not do a project. As a matter fact, the delta in the first three years, is representative of a 30 – 40% discrepancy in spending with bonding versus not, but in the out years we make up for all that spending with cash on hand.

Ms. Myers inquired if we are anticipating the projects that are currently over budget will go forward at the planned amount, and not the referendum amount.

Mr. Niermeier stated this particular model anticipated certain assumptions that were presented for this body. Those assumptions could change; therefore, these models will adjust accordingly. We would need to go back in and readjust those for what was actually approved.

Ms. Myers stated, in harmony with what Mr. Walker said, we have been presented a bond now in this large amount or nevermore. She suggested there may be some Council members that would vote for a smaller bonding amount, but will not vote to go to the hilt on a bond, when we have not utilized all of the bond funds in past. We have used it this year, not because we needed, but because we made a decision to use the bond proceeds first to avoid penalties, which means we still had Penny Funds on hand. To her, what has been more frustrating is where we have gone out to the bond market, to get the money, for fear that we are going to need it, when we had a fully standing 30 person, manned operation to spend as much money as fast as they could, and it still did not all get spent. We have consistently said that our staff is going to be leaner and meaner. She does not understand why we are now saying that we have to go to the max, just in case, we move faster than the PDT. She thinks we could refine the model, and come up with a real model that says what we are actually going to do. In addition, to put us to the test, and say, "Council decide if you are going to overspend on these projects."

Rather than going back and forth with the same dancing, and guessing how much money we are going to need.

Ms. Dickerson inquired if we decide to go with the bond versus cash will we have to do three (3) readings and a public hearing. She has a problem with going up to the max, but she does think, since the voters voted for us to use bonding to help us with these projects, she does not know how we can say we will not use any bond, and just do cash only. She stated she could support bonding a smaller amount.

Mr. Jackson stated his initial motion was not to go to the max. Ms. Myers and Mr. Walker are speaking about the motion made by Mr. Manning. His initial motion was the debt/cash mix, which was not the max, and Council voted that down. Mr. Manning then made a motion to go to the max. At which time, he noted that if we did not do the bonding, within the window of time, we would no longer have an opportunity to borrow money, in the future.

Ms. Dickerson stated this is complicated, and it is going to take a lot of thought for her to know which way to vote. She stated we find ourselves in the position where none of us wanted to be. We got stuck in, so now we have to figure out the best way to get out of it. She inquired as to what we need to do in order to bond part of this.

Mr. Brown stated there are a couple options you can consider, besides what you are talking about now. In order to deal with a combination of a bond process, we are up against a timeline to do that. There was a discussion about what other management plans, this County could make to move this process forward. One of the things you could do is roll the BAN forward. You do not remove your capacity, but at the same time, you give yourself an opportunity to say, "Here is what we have decided. Here is what how we are going to move forward. Here is what projects we are going to do." He thinks one of the things we are talking about, and he understands from the Chair of the ad hoc committee and, maybe, some other Council members that this have been ongoing discussions. Where he finds himself, as the County Administrator, is that Mr. Niermeier has a task that he needs to perform, but part of that task is what projects will Richland perform. Mr. Niermeier, to his understanding, the PDT, based on the process they went through, was working off something, which was presented, and was believed to have been approved by Council. Through discussions he has heard, since he has been here, that requires three (3) readings and a public hearing. Those items may not have happened, in that process. However, we are still dealing with decisions that have to be made, and the cash flow/bond mix really requires the Council to have decided on some level what projects we will do, and what level of projects we will do. That has not been decided. At this point, based on our conversations, you have one more meeting where that could be decided. He does not know if you will have the additional time to sit down and have a conversation about what projects Richland County will be moving forward. If that modifies any of the referendum, you would still have to have three (3) readings and public hearing, which would mean you, would not have the time. It may be more prudent, for us, to go with rolling the BAN, which does not prohibit you from the future opportunity to bond, which you may want, and will probably need, on some levels. A managed care approach will allow you to make decisions because Mr. Niermeier will not be able, of his own volition, to decide what projects we are going to do. He does not have that authority within and of itself. It lies within the Council. He inquired what affect rolling the BAN forward would have on our ability to bond, under the referendum.

Mr. Malinowski requested clarification regarding what Ms. Hamm said about the timeline that we are under to issue these bonds. He stated, Ballot Question #2, which was referring to the bonding, said, "I approve the issuance of not exceeding \$450 Million 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 exceeding 22 years, to fund projects from among the categories in Question 1, above." Nowhere in the ballot question does it give any timeline, so where did the timeline come from. According to this, the people voted on giving the County the ability to issue bonds throughout the 22-year period.

Mr. Goldsmith stated when the voters approve the issuance of debt that does not last in perpetuity. The law allows you 5-years to issue the debt. The way you can extend that 5-year requirement is to issue a Bond Anticipation Note. That lets you mark your place that you have issued, and met, the 5-year requirement. Currently, there is an outstanding Bond Anticipation Note in the amount of \$175M that matures at the end of February. That is what has gotten us to this point where we need a decision on how to treat the \$175M. You have the three (3) options that we have discussed: pay it off with cash, borrow \$175M again, or the hybrid approach to use \$50M to pay the BAN down, and issue a \$150M bond. If the answer of any of those is, we want to do a borrowing; the next question is what the Administrator referenced. Do we do a long-term bond issue going out to 2029, or do we just roll the BAN one more time. If you took the position that we do not know how quickly we can spend the construction money, and we do not know the construction schedule and we want to wait a year, you could roll the BAN one more time. We would be back before you this time next year, with the same question. Unfortunately, you have paid the issuance costs, the legal fees, the credit rating agencies, and First Tryon's fees to do that. The good news is that interest rates are low. You would probably be borrowing at 1.25%, and the money you would have invested is earning a good interest rate, maybe even higher than the 1.25%. If you decide to do all cash, which is pay off the BAN, when it matures in February, we think that forecloses the ability to come back and do a borrowing later because now you have tripped up on the 5-year test.

Ms. McBride inquired, if we roll the BAN, with administrative and legal costs, how does that compare to the recommendation from the Transportation Department for costs.

Mr. Goldsmith stated the cost of issuance, the legal and rating agency fees, which equates to approximately \$200,000 - \$300,000. You would have to pay that to the BAN, and you would have to pay it again, if you did a borrowing in the future. The other thing is, if you wanted to do a borrowing a year from now, when the BAN matures, we do not know where interest rates will be. Similarly, we do not know where construction costs will be either.

Mr. Smith stated, he spoke with the Finance Director, who indicated there was a 5-year requirement in State law. He is not familiar with that statute, so they are currently trying to locate that particular statute. Apparently, it is not in the referendum itself, but has to do with the timeframe that is in State law.

Mr. Malinowski stated, for clarification, he thought it was against the law to invest the money, and earn a higher percentage.

Mr. Goldsmith stated Mr. Malinowski was correct. You can earn up to the arbitrage yield on the bond. You cannot get the positive arbitrage, but you can get back to a neutral cost.

Ms. Newton stated, for clarification, if we were to do a rollover, it incurs some costs. From a fee perspective, we are not necessarily paying higher fees, at this point, than if we pursued any of the other options. In terms of doing the rollover, the rollover would potentially allow us to use the pay as you go model over the next year, and then reevaluate another year from now, if we in fact needed those funds or not.

Mr. Goldsmith responded in the affirmative.

Ms. Newton stated we incur fees either way, but we preserve our ability to bond, in the future, if we so chose. Essentially, it delays the borrowing and gives us the option to do it later, but it would give us the opportunity to continue to operate now.

Mr. Goldsmith stated, if you decide to do the borrowing later, you have paid double the issuance costs because you paid the issuance for today, and to do a borrowing a year from now.

Ms. Newton stated that presumes we would eventually do a BAN, and she would hypothesize, if we did the year's pay as you go, we would have a model that would not require that. She understands that we have to make decisions to move forward. She was under the impression whether we issued a new BAN or rolled this BAN over; it would require action by Council in December.

Mr. Brown stated December is going to be our "bump up against the wall" deadline.

Ms. Newton inquired if this requires three (3) readings and a public hearing, or is it simply we vote and we are able to move forward with whatever option we chose.

Mr. Brown stated he is not aware that it requires three (3) readings and public hearing.

Mr. Goldsmith confirmed that it does not require three (3) readings and a public hearing.

Ms. Newton inquired, regarding the models that are before us, what would be the implications if we decided to do either pay as you go or rolling the BAN over. It is her understanding, Mr. Niermeier would have to go back and change the assumptions to move forward with the projects.

Mr. Niermeier responded in the affirmative.

Mr. Goldsmith stated if we were going to wait until the December meeting, he would encourage us to start preparing, as though we were going to be doing a borrowing. We can stop it, but he is mindful that we have to get it sold and closed by February, so we do not default on the existing BAN.

Mr. Manning inquired if bond counsel could answer the question on whether the 5-year requirement is in the referendum or State law.

Mr. Smith stated it is covered in Sec. 4-15-30 of the SC Code of Laws, and says, "The authorities of a county may issue general obligation bonds of the county to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional debt limit, if: (2) the bonds are issued within five years following the holding of the election. (C) The five year period required in (A)(2) of this section is tolled while litigation contesting the validity of the election is pending." If you recall, there was a challenge to the Penny Sales Tax that was contested. It is his understanding, from the Finance Director, that gave us an extra six months.

Ms. Dickerson stated, for clarification, the cash payment would be based on how the funds are collected. She stated we have some projects that are \$200M, and we only collect \$150M, we are going to be short \$50M.

Mr. Manning stated State law says 5-years after the election, and the Finance Director reminded us there was a 6-month extension. He stated, according to his math, the bond issuance should have taken place in 2018, in order to meet the 5-year requirement.

Mr. Goldsmith stated you met the 5-year test because you issued the Bond Anticipation Note.

Mr. Manning stated, for clarification, all the discussion about 5 years really does not matter.

Mr. Goldsmith responded you can go from the Bond Anticipation Note seamlessly into the bond, and you will meet the 5-year test. If we pay off the BAN, then those bonds you would later issue do not meet the test because you have a gap. If you think you want the bonding capacity, you cannot pay off the BANs, and then later issue bonds. If you roll the BAN, and continue to roll the BAN, you can issue the bond, in the future.

Ms. Myers stated she is all for spending the referendum amount on the roads. Since we will never have more to spend on roads, than the referendum amount, because that is the rule. It just seems we are consistently putting the cart before the horse. If we had a plan for exactly what we could do, and want to do, then we would know how much money is needed. In this context, we are saying, "let's go get some money" and then we will figure out what we are going to do. It seems to her, the urgent need is to figure out what we are going to spend, on what projects. Which projects we are going to go over the referendum amount on, and figure out how to do it. Which ones we are going to reorganize and have the real conversation about the Penny, and then figure out the money.

Mr. Jackson inquired, if we pay off the BAN, how much cash we will have left on hand.

Mr. Niermeier stated approximately \$25M.

Ms. Myers stated she is a little bit frustrated because she understands math, but this is not a math question. This is a priorities question. It is a what are we going to do. What projects in the referendum are our priorities, year by year? That drives the math. The math does not drive it. We are doing it the backwards way. She understands if we pay down the BAN, which we have to do, we have \$25M, and that is not enough to do what we need to do. Guess what, it might be enough if we did what we needed to do. If we would get the schedule of what we want to do, when, and how much it is going to cost, there might be people like her that would vote for a BAN, or a bond. Right now, we do not have an accurate schedule. We have yet to say, in the next 5 years, this is the County's plan. We are working off a legacy plan that both the Administrator and Mr. Niermeier have conceded is not likely accurate, and needs refinement. She is begging for that refinement, so we can figure out how much money we need.

Mr. Jackson made a second substitute motion, seconded by Mr. Manning, to roll the BAN forward.

Ms. Dickerson stated if we roll the BAN forward that means it is still alive, in case we need it.

Mr. Brown stated you are reserving your option for a year, so you cannot do anything before that time, without a financial penalty.

Mr. Malinowski inquired about the approximate cost to keep the BAN alive.

Mr. Goldsmith stated it would be 1.25%, in terms of interest rate.

Ms. Newton stated, for clarification, with the rollover option, while it does preserve our option to borrow in the future, those monies are not actually available now, and so they could not be spent or spent down.

Mr. Goldsmith stated they could be spent down.

Mr. Walker stated, in the spirit of progressing this program forward, in the most efficient, effective and proper way, he inquired if there was an option to roll a portion of an existing BAN. In other words, we have heard the option to roll the \$175M, which maintains our borrowing integrity for an additional 12 months. There are fees associated with that. He understands the offset on the interest is the arbitrage. If we were to roll a portion of the BAN, as opposed to the full \$175M, would there a significant delta in fees, or is it the same regardless of the amount.

Mr. Goldsmith stated the fees would not be significantly lower.

In Favor: Jackson, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Terracio, Malinowski, Newton, Myers and Walker

The vote was in favor.

21. **OTHER ITEMS**

- a. Tree Canopy Mapping Grant – Mr. Voignier stated this item is being moved forward on behalf of the Conservation Commission. The Conservation Commission is recommending approval to submit a letter of intent for a grant from the Green Infrastructure Center and South Carolina Forestry Commission for tree canopy mapping and a planting strategy.

Ms. Myers moved, seconded by Ms. Dickerson, to approve the Conservation Commission's recommendation.

Mr. Malinowski stated if they voted unanimously for this approval at their meeting on October 21st, why was this not at the last Council meeting.

Mr. Voignier stated, as he understands it, there were several revisions and reviews that needed to be done, which prevented it from being on the previous Council agenda.

Mr. Malinowski stated p. 268 of the agenda shows a letter dated November 6, 2019, and indicates it has already gone forward and is signed by the Conservation Commission. The last paragraph, of the letter, starts out, "We look forward to partnering with the GIC to set strategic goals for our County's forest." It looks to him like this is a done deal, and has been sent.

Mr. Voignier stated this is a proposed letter of intent.

Mr. Malinowski stated he would like to know if anybody ever went back and looked up if Richland County has done anything previously because on June 5, 2012 the D&S Committee directed staff to gather all existing information from GIS, DNR and Forestry Commission resources about the existing tree cover in Richland County, in order to see what information was presently available.

Mr. Voignier stated he did not have the answer.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 057-17HR

2018 MAR 28 PM 3:31
JEANETTE C.C.P.
RICHLAND COUNTY
FILED

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF \$250,000,000 GENERAL OBLIGATION BONDS, WITH AN APPROPRIATE SERIES DESIGNATION AND \$250,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2018, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DIRECTING THE COUNTY ADMINISTRATOR TO TAKE CERTAIN ACTIONS RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Pursuant to the authority 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 1. Findings and Determinations. The County Council (the "County Council") for 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 "S. C. Code"), 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 S. C. Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State of South Carolina (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 S. C. Code 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 thereof) 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, 2017, 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

BOOK 17 PAGE 268

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 (the "Bonds") within five years of the date of the Referendum (the "Issuance Deadline").

(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) The results of the Referendum were challenged in *Letts v. Richland County et al*, Appellate Case No. 2017-213679, which was decided in favor of the County by an Order of the South Carolina Supreme Court dated March 21, 2013. Pursuant to Section 4-15-30 of the Code of Laws of South Carolina, 1976, as amended, the requirement for issuing the full principal amount of referendum-approved bonds by the Issuance Deadline is tolled while litigation contesting the validity of a referendum is pending; therefore, the Issuance Deadline for the Bonds is March 20, 2018.

(h) 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 Bonds (the "Available Revenue").

(i) The Available Revenue is pledged for the payment of the Bonds. In addition, because the Bonds also constitute general obligation bonds of the County, the full faith credit and taxing power of the County are also pledged to the payment of any principal and interest due on any Bonds. Accordingly, the County Council has been advised that if, for any reason, the Available Revenues become unavailable or are insufficient to pay the debt service on any of the Bonds as they become due, then the County Auditor would be required to levy, and the County Treasurer would be required to collect, sufficient millage as would be required to pay the debt service on any of the Bonds as they become due.

(j) The County is currently a party in two litigation matters relating to various aspects of its utilization of the Sales and Use Tax: *Richland County, South Carolina vs. The South Carolina Department of Revenue and Richard Reams, III in his official capacity as its Director, Case No. 2016-CP-40-3102* (the "DOR Matter") and *South Carolina Public Interest Foundation, Edward D. Sloan, Jr., and William B. DePass, Jr., individually, and on behalf of others similarly situated vs. Richland County Council, Case No. 2016-CP-40-2875* (the "Depass Matter," and together with the DOR Matter, "the Litigation"). Council has been advised that the issues raised in the Litigation do not challenge:

- (i) the validity of the Referendum;
- (ii) the County's authority to issue the Bonds;
- (iii) the County's authority to use proceeds from the Sales and Use Tax, the Available Revenues or the proceeds of the Bonds to pay for capital projects approved in the Referendum as follows (the "Capital Projects"):

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

(k) Pursuant to a Resolution adopted by the County Council on November 13, 2017, the County has adopted Written Procedures Related to Tax-Exempt Debt.

(l) 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. In addition, Title 11, Chapter 17, provides that whenever, after the issuance of general obligation bond anticipation notes, it becomes necessary to determine whether or not general obligation bonds issued to provide funds with which to pay such notes (or any notes refunding such notes) have been issued within any time limitation prescribed therefor or in obedience to any condition imposed by law, the date of the issuance of the original notes shall be used for the purposes of such determination.

(m) It is in the best interest of the County for the County Council to provide for the issuance and sale of \$250,000,000 General Obligation Bonds, with an appropriate series designation (the "Bonds") to retire the Notes and to pay costs of issuance of the Bonds. The County Council is advised that the authorization to issue the remaining \$200,000,000 of Bonds will lapse on March 20, 2018.

(n) Pending the issuance and sale of general obligation bonds, it is in the best interest of the County for the County Council to provide for the issuance and sale of \$250,000,000 General Obligation Bond Anticipation Notes, Series 2018 (the "Notes") for the purposes of funding a portion of the Capital Projects and to pay costs of the issuance of the Notes in anticipation of the issuance of the Bonds of the County and the receipt of the proceeds thereof.

SECTION 2. Direction Relating to the Issuance of the General Obligation Bond Anticipation Notes.

Pursuant to Title 11, Chapter 17, pending the issuance of the Bonds, County Council hereby authorizes and directs the issuance of the Notes for the purposes set forth in Section 1(e) herein and for costs of issuance of the Notes.

For the payment of principal of and interest on the Notes as they respectfully mature, there is hereby pledged the proceeds of the Bonds and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefore, including Available Revenues, for the payment of the principal of and interest on the Notes.

County Council hereby directs the County Administrator or his lawfully-authorized designee with respect to the Notes: (a) to determine the date, time and method of sale of the Notes; (b) to determine the maturity date and redemption provisions of the Notes; (c) to determine the Registrar/Paying Agent for the Notes; (d) to receive bids on behalf of the County Council; (e) to award the sale of the Notes to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Notes; and (f) to determine such other details of the Notes as may be deemed advisable. The sale of the Notes shall take place no later than February 20, 2018, and the closing of the Notes will be no later than March 15, 2018.

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.

The County instituted the DOR Matter in response to a threat by the then Director of the South Carolina Department of Revenue (the "SCDOR") that the proceeds of the Sales and Use Tax would be withheld from the County beginning July 1, 2015. The County's Complaint against the SCDOR included many allegations and requests for relief among which was a Petition for a Writ of Mandamus requiring the SCDOR to transmit the Sales and Use Tax revenue without any interruption. In an Order dated August 2, 2016, in the DOR Matter, the County's request for a Writ of Mandamus was granted among other relief, which Order is currently on appeal and under advisement by the Supreme Court.

The proceeds of the Notes after payment of costs of issuance shall be held by the County Treasurer in a separate account and shall not be expended until such time as County Council adopts a resolution authorizing the release and expenditure of the Notes proceeds. Proceeds will only be spent pursuant to and in a manner consistent with a legally-authorized budget presented by the County Administrator and approved by County Council pursuant to Sections 1(c) and 3(b) of Ordinance No. 039-12HR.

The County Council at its discretion may choose to renew the Notes by adopting a Resolution incorporating the terms of this Ordinance.

SECTION 3. 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 the Bonds to retire any BANs outstanding at the time of the issuance of the Bonds and to pay costs of issuance of the Bonds. The sale of the Bonds shall take place on a date that allows sufficient time to retire the notes outstanding at the time of the 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 4. Direction Relating to the Bonds. County Council hereby directs the Administrator or his lawfully-authorized designee with respect to the Bonds: (a) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) to determine the Registrar/Paying Agent for the bonds; (e) to receive bids on behalf of the County Council; and (f) to award the sale of the Bonds to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Bonds.

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

SECTION 5. Registration, Transfer and Exchange of Notes and Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Notes and Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Notes and Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

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

SECTION 6. 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 7. Mutilation, Loss, Theft or Destruction of Notes or Bonds. In case any Note or Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Note or Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Note or 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 Note or 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 Note or Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Note or Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Note or Bond or in substitution for any allegedly lost, stolen or wholly destroyed Note or Bond shall be entitled to the identical benefits under this Ordinance as was the original Note or Bond in lieu of which such duplicate Note or Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Notes or Bonds of the same series issued hereunder.

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

SECTION 8. Execution of Notes and Bonds. The Notes and Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Notes and Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Notes and Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Note or Bond shall bear a certificate of authentication manually executed by the Registrar.

SECTION 9. Form of Notes and Bonds. The Notes and Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 10. 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 shall be set aside in a separate sinking fund created for the deposit of sufficient amounts of Available Revenues. A sufficient amount of the Available Revenue required to pay the principal and interest on the Bonds for upcoming fiscal year shall be transferred to or set in the sinking fund by no later than June 30 of each fiscal year.

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 therefore. Only in the event there are insufficient Available Revenues 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.

The County may, at its discretion, establish a debt service reserve fund to be funded with cash or a surety bond or letter of credit from a financial institution which is rated in one of the two highest rating categories by two national rating agencies, to be held by the County Treasurer or a third-party fiduciary. The amounts available in the debt service reserve fund, if any, will be utilized only in the event there are insufficient Available Revenues available to pay debt service on the Bonds, thereby eliminating the need to levy and collect taxes as set forth above.

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

(a) Such Note or Notes or 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 Notes or 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 Notes or Bonds shall no longer be deemed to be outstanding hereunder, such Notes or 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:

- (i) 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;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (iv) 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 Note or Notes or Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S. C. Code as such may be amended from time to time.

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

SECTION 13. Eligible Securities. The Notes and Bonds initially issued (the “Initial Notes and 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 Notes and 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 the Notes or the Bonds of the same maturity or any integral multiple of \$5,000.

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

Notices of redemption of the Initial Notes or 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 Notes or Bonds or, 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 Notes or Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Notes or Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Notes or Bonds or might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Notes or Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Notes or Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

SECTION 17. Continuing Disclosure. In compliance with the Rule, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit C 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 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds. Any premium related to the Bonds shall be placed in the sinking fund established pursuant to Section 4-15-150 of the S.C. Code; and the balance of the proceeds shall be applied to the retirement of any outstanding Notes at the time of the issuance of the Bonds and the costs and expenses of issuing the Bonds.

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

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 of the Internal Revenue Code of 1986, as amended (the "IRC"), to reimburse the County from the proceeds of the Notes or Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Notes or 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 Capital 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 Capital Projects will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Notes or Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Notes or 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 Notes or Bonds. The County further covenants and agrees with the holders of the Notes or Bonds that no use of the proceeds of the Notes or Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be (a) "private activity bonds," as defined in Section 141 of the IRC; (b) "arbitrage bonds," as defined in Section 148 of the IRC, or (c) bonds that do not comply with the "hedge bonds" requirements contained in Section 149(g) of the IRC. To that end, the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC (including, but not limited to, satisfying one or more of the requirements of Sections 149(g)(1), 149(g)(3)(A) and 149(g)(3)(B) of the IRC) and any regulations promulgated thereunder so long as the Bonds are outstanding;

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

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

SECTION 22. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 23. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC as Co-Bond Counsel, Parker, Poe, Adams & Bernstein LLP, as Disclosure Counsel and Southern Municipal Advisors, Inc., as Municipal Advisor, in connection with the issuance of the Bonds. The County Attorney may select additional co-counsels to provide services in connection with the issuance of the Bonds. In the event a debt service reserve fund is established for the Bonds, the County Administrator is authorized and directed to engage the services of a third-party fiduciary, if advisable. The County Administrator is authorized and directed to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

SECTION 24. Repeal of Ordinance. The County Council hereby repeals Ordinance No. 038-13HR enacted on July 16, 2013, in its entirety.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the 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.

[Signature Page Follows]

Enacted this ___ day of _____, 20__.

RICHLAND COUNTY, SOUTH CAROLINA

By: Joyce Dickerson
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS 13 DAY OF
February, 2018:

Michelle Orley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Elizabeth M. [Signature]

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

Date of First Reading: November 7, 2017
Date of Second Reading: November 14, 2017
Date of Public Hearing: December 12, 2017
Date of Third Reading:

EXHIBIT A

FORM OF BOND

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

No. R-

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

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.

Signature Page to Ordinance No. _____

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 _____, 201__.

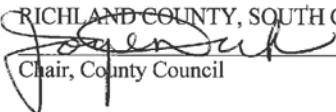
[Redemption Provisions]

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

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: Michelle O'Leary
Interim Clerk, County Council

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION 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 _____, 2019, 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 4, Chapter 71, Code of Laws of South Carolina, 1976, as amended, the successful results of a referendum; and an Ordinance No. _____ duly enacted by County Council on _____.

2017 (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

EXHIBIT B

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 _____, 2019, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds of the County (the "Bonds").

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.

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 _____, 2019; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

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

[Redemption Provisions]

Registrar/Paying Agent. [TO BE PROVIDED]

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

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded to the bidder whose bid was received first. 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.

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.

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about _____, 2019, 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

FORM OF NOTICE OF SALE

NOTICE OF SALE

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

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 _____, _____, 2018.

BID SUBMISSION: 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 _____, 2018, the expected date of delivery, and due on _____, 2019. Interest, calculated on the basis of a 360-day year of twelve 30-day months, will be payable at maturity on _____, 2019.

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 _____ and (b) the interest rate specified must be a multiple of 1/100th of one percent.

REGISTRAR/PAYING AGENT: [TO BE PROVIDED]

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 _____, 2018 to _____, 2019, 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, _____, 2018.

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 Ordinance No. _____ duly enacted by County Council on _____, 201_____.

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 _____, 2018, 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 _____, 2018. Payment for the Notes shall be made in immediately available funds.

OFFICIAL STATEMENT: The Preliminary Official Statement, dated _____, 2018, 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

EXHIBIT C

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, 2018][June 30, 2019]. 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.

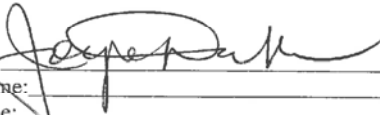
SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the [Bonds][Notes], the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the [Bonds][Notes], and shall create no rights in any other person or entity.

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: _____
Title _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF [NOTES] 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:	_____

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:

EXHIBIT D

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, _____, 2017, 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, Series 2018 (the "Bonds") of the County, the proceeds of which 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"), (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

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

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$175,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2020, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, a successful referendum (the "Referendum") was held in Richland County, South Carolina (the "County"), on November 6, 2012, imposing a special sales and use tax (the "Penny Tax") in the amount of one percent (1%) in 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 and authorizing the issuance and sale of not exceeding \$450,000,000 of general obligation bonds, payable from the Penny Tax; and

WHEREAS, pursuant to Ordinance No. 057-17HR duly enacted by County Council on December 12, 2017 (the "Bond Ordinance"), County Council authorized the issuance and sale of \$250,000,000 General Obligation Bonds or Bond Anticipation Notes, with an Appropriate Series Designation; and

WHEREAS, pursuant to the Bond Ordinance and a Resolution approved by the County Council on December 11, 2018, on February 27, 2019, the County issued its \$175,000,000 General Obligation Bond Anticipation Notes, Series 2019 (the "2019 BANS"), which mature on February 27, 2020; and

WHEREAS, the Bond Ordinance provides that County Council may authorize the issuance of a new series of bond anticipation notes through the adoption of a Resolution incorporating the terms of the Bond Ordinance.

NOW, THEREFORE, 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 RESOLVED BY RICHLAND COUNTY COUNCIL:

Section 1. Authorization of Notes. Pending the issuance and sale of the general obligation bonds authorized in the Bond Ordinance and pursuant to the terms of the Bond Ordinance, there is hereby authorized to be issued not to exceed \$175,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, to be designated "(amount issued) General Obligation Bond Anticipation Notes, Series 2020, of Richland County, South Carolina" (the "Notes").

Section 2. Use of Proceeds of Notes. The proceeds of the Notes, after the payment of the costs of issuance of the Notes, together with Available Revenues (as defined in the Bond Ordinance) if necessary shall be used to pay principal and interest on the 2019 BANS on their maturity date.

Section 3. Directions Related to the Issuance of the Notes. County Council hereby directs the County Administrator or his lawfully authorized designee with respect to the Notes: (a) to determine the par amount of the Notes; (b) to determine the date, time and method of sale of the Notes; (c) to determine the maturity date and redemption provisions of the Notes; (d) to determine the Registrar/Paying Agent for

the Notes; (e) to receive bids on behalf of County Council; (f) to award the sale of the Notes to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Notes; and (g) to determine such other details of the Notes as may be deemed advisable. The sale of the Notes shall take place on or about February 11, 2020, and the closing shall be no later than February 27, 2020.

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

Section 4. Security for the Notes. For the payment of principal of and interest on the Notes as they respectfully mature, there is hereby pledged the proceeds of the Bonds (as defined in the Bond Ordinance), Available Revenues and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefor.

Section 5. Incorporation of Terms of Bond Ordinance. All remaining relevant terms and provisions of the Bond Ordinance are incorporated herein by reference including the Exhibits thereto.

[Signatures follow]

Enacted this _____ day of December, 2019.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF DECEMBER, 2019

Kimberly Williams-Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion

RICHLAND COUNTY, SOUTH CAROLINA
 General Obligation Bonds, Series 2021
 (Transportation Sales and Use Tax)

FINANCING SCHEDULE

Dec-20							Jan-21							Feb-21						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24/31	25	26	27	28	29	30	28						

DATE	TASK	RESPONSIBILITY
November 19	Transportation Committee Meeting – Review Plan of Finance	County / BC / FA
December 8	County Council Meeting – Adopt Resolution	County / BC
By December 11	Distribute Draft of POS	BC
Week of December 14	Working Group Call to Review POS	Working Group
January 8	Distribute Revised Draft of POS / Draft of NOS Send Documents to Rating Agencies	BC FA
By January 15	Comments Due on POS	Working Group
Week of January 18	Rating Agency Calls (if needed)	Working Group
January 20	Distribute Revised Draft of POS / NOS	BC
January 27	Receive Ratings	Working Group
January 28	Final Comments / Sign-Off on POS	Working Group
January 29	Post POS	BC
February 9	Pricing	Working Group
Week of February 15	Distribute Draft of Closing Documents	BC
February 24	Closing	Working Group
February 25	Pay-off 2020 GO BAN	County

RESPONSIBILITY LEGEND:

Role	Entity	Defined
Issuer	Richland County, South Carolina	“County”
Bond/Disclosure Counsel	Parker Poe Adams & Bernstein	“BC”
Financial Advisor	First Tryon Advisors	“FA”



DAVID CHEATWOOD, Managing Director

1355 Greenwood Cliff, Suite 400

Charlotte, NC 28204

Office: (704) 926-2447

Email: dcheatwood@firsttryon.com

Transportation Sales Tax BAN / Bond Discussion Materials

Overview of 2020 BAN

- On February 27, 2020, the County issued \$125,000,000 of General Obligation Bond Anticipation Notes, Series 2020 (the “2020 BAN”), the proceeds of which were used, along with \$55,250,000 of penny tax funds and remaining BAN proceeds to pay off the County’s General Obligation Bond Anticipation Notes, Series 2019.
- The 2020 BAN matures on February 25, 2021 and the County will owe \$128,729,167 consisting of:
 - Principal: \$125,000,000
 - Interest: \$3,729,167
- The 2020 BAN was sold at a “premium” and under State law, any premium generated on the sale of a General Obligation Bond / BAN for a County has to go into a debt service fund and be used to pay debt service.
 - As of October 31, 2020, the balance in the 2020 BAN Debt Service Fund was \$2,334,558.
 - Therefore, the County needs \$126,394,609 of other funds to redeem the 2020 BAN.

2020 BAN Pay-Off	
Principal	125,000,000
<u>Interest</u>	<u>3,729,167</u>
Total Due	128,729,167
<u>Less: Debt Service Fund Balance</u>	<u>2,334,558</u>
Net Total Due	126,394,609



Penny Tax Fund / Projects

- As of October 31, 2020, the County had a balance in its Penny Tax Fund of \$147,908,911 and remaining proceeds from the 2020 BAN of \$28,292,024 for aggregate funds available of \$176,200,935.
- Of this total balance of \$176,200,935, the County has committed \$33,033,738 for capital projects, leaving a net, uncommitted balance of \$143,167,197.

10/31/20 Balance	
Penny Tax Fund	147,908,911
2020 Bond Anticipation Note Proceeds	28,292,024
Total	176,200,935
Committed to Projects	33,033,738
Remainder	143,167,197

- The County’s FY2021 Budget identified \$189,637,266 of capital projects, a portion of which has already been funded from 2020 BAN proceeds and penny tax funds on hand.



Options Available to the County

- The County has the following three options with respect to the 2020 BAN:
 - Option 1: Pay-off a portion of the 2020 BAN with any remaining 2020 BAN proceeds and/or funds on hand in the Penny Tax Fund and issue a long-term Bond to refinance the remaining balance.
 - Option 2: Pay-off a portion of the 2020 BAN with any remaining 2020 BAN proceeds and/or funds on hand in the Penny Tax Fund issue another short-term BAN to refinance the remaining balance.
 - Option 3: Pay-off the entire 2020 BAN with any remaining 2020 BAN proceeds and funds on hand in the Penny Tax Fund.



Option 1 – Pay-Off a Portion of 2020 BAN; Issue Bonds

- Under Option #1, the County would apply \$26,394,609 of any remaining 2020 BAN proceeds and/or funds on hand in the Penny Tax Fund to pay-off a portion of the 2020 BAN and issue a long-term Bond to refinance the remaining \$100,000,000 balance.
- After taking into account the \$33,033,738 of committed projects, this would leave the County with \$116,772,588 of funds available for projects to go along with estimated additional sales tax receipts for the remainder of FY2021 of approximately \$40,000,000 for a total of \$156,772,588.

FY2021 Funds Available	
Funds on Hand	176,200,935
<u>Committed for Projects</u>	<u>33,033,738</u>
Net Funds Available for Pay-Off	143,167,197
<u>Funds Applied to Pay-Off</u>	<u>26,394,609</u>
Remaining Funds on Hand	116,772,588
Remaining FY2021 Sales Tax Collections	40,000,000
FY2021 Remaining Funds for Projects	156,772,588



Option 1 – Pay-Off a Portion of 2020 BAN; Issue Bonds

- If the County issued a 7-year Bond, it would have to pay cost of issuance and interest on the Bond over a 7-year period.
- After taking into account the premium expected to be generated on the sale of the Bond, the County could expect to pay “net” interest of approximately **\$2,837,346 over a 7-year period.**
- The County’s debt service would be locked in at approximately \$14,700,000 / year for FY2022-2028 and the County would not have to issue another BAN or Bond in the future.
- On a going forward basis, the County will receive approximately \$52,000,000 of sales tax revenues on an annual basis.
 - Of this amount, the County would have to pay the debt service due on the Bond (\$14,700,000) with the rest (\$37,300,000) available for pay-as-you-go projects.

Sources of Funds	
Par Amount	100,000,000
Premium	15,677,460
2020 GO BAN Debt Service Fund	2,334,558
County Equity Contribution	26,394,609
Total Sources of Funds	144,406,627

Uses of Funds	
2020 GO BAN Payoff	128,729,167
Debt Service Fund	15,027,460
Cost of Issuance	250,000
Underwriters Discount	400,000
Total Uses of Funds	144,406,627

Debt Service				
Period Ending	Principal	Interest	Debt Service Fund	Net Debt Service
6/30/2022	25,110,000	4,608,806	(15,027,460)	14,691,346
6/30/2023	11,175,000	3,516,500	-	14,691,500
6/30/2024	11,625,000	3,069,500	-	14,694,500
6/30/2025	12,085,000	2,604,500	-	14,689,500
6/30/2026	12,690,000	2,000,250	-	14,690,250
6/30/2027	13,325,000	1,365,750	-	14,690,750
6/30/2028	13,990,000	699,500	-	14,689,500
Total	100,000,000	17,864,806	(15,027,460)	102,837,346
			Net Interest Paid	2,837,346
			True Interest Cost	0.62%

Pay-Go Funds Available (FY2022-Beyond)

Annual Sales Tax Revenues	52,000,000
<u>Annual Debt Service on Bond</u>	<u>14,700,000</u>
Revenues Available for Pay-Go Projects	37,300,000



Option 2 – Pay-Off a Portion of 2020 BAN; Issue New BAN

- Under Option #2, the County would apply \$26,394,609 of any remaining 2020 BAN proceeds and/or funds on hand in the Penny Tax Fund to pay-off a portion of the 2020 BAN and issue another short-term (1-year) BAN to refinance the remaining \$100,000,000 balance.
- After taking into account the \$33,033,738 of committed projects, this would leave the County with \$116,772,588 of funds available for projects to go along with estimated additional sales tax receipts for the remainder of FY2021 of approximately \$40,000,000 for a total of \$156,772,588.

FY2021 Funds Available	
Funds on Hand	176,200,935
<u>Committed for Projects</u>	<u>33,033,738</u>
Net Funds Available for Pay-Off	143,167,197
<u>Funds Applied to Pay-Off</u>	<u>26,394,609</u>
Remaining Funds on Hand	116,772,588
Remaining FY2021 Sales Tax Collections	40,000,000
FY2021 Remaining Funds for Projects	156,772,588



Option 2 – Pay-Off a Portion of 2020 BAN; Issue New BAN

- If the County issued a BAN, it would have to pay cost of issuance and interest on the BAN.
- After taking into account the premium expected to be generated on the sale of the new BAN, the County could expect to pay “net” interest of approximately **\$589,667**.
- However, the County would have to go through this process again in 2022 and, if it issued another BAN at that time, would pay additional costs of issuance and interest associated with that BAN.
 - Assuming the County used funds on hand in the Penny Tax Fund to pay down the remaining \$100,000,000 in equal, annual installments over the next 7 years and issued a new BAN to refinance the remainder at an interest rate of 0.50%, the County would pay an additional \$2,700,000 in interest and fees over this time frame for total interest and fees of approximately \$3,289,667 over the remaining life.

Sources of Funds	
Par Amount	100,000,000
Premium	2,633,000
2020 GO BAN Debt Service Fund	2,334,558
County Equity Contribution	26,394,609
Total Sources of Funds	131,362,167

Uses of Funds	
2020 GO BAN Payoff	128,729,167
Debt Service Fund	2,393,000
Cost of Issuance	200,000
Underwriters Discount	40,000
Total Uses of Funds	131,362,167

Debt Service				
Period Ending	Principal	Interest	Debt Service Fund	Net Debt Service
6/30/2022	100,000,000	2,991,667	(2,393,000)	100,598,667
Total	100,000,000	2,991,667	(2,393,000)	100,598,667
			Net Interest Paid (1-Year Only)	598,667
			True Interest Cost	0.39%

- On a going forward basis, the County will receive approximately \$52,000,000 of sales tax revenues on an annual basis.
 - Of this amount, the County would have to pay the interest due on the BAN plus a portion of the principal due with the rest available for pay-as-you-go projects.



Option 3 – Pay Off with Funds On Hand

- Of the \$176,200,935 of funds on hand in the Penny Tax Fund, the County would need to use \$126,394,609 to pay-off the 2020 BAN leaving the County with \$16,772,588 of remaining funds on hand.
- The County expects to receive approximately \$40,000,000 in additional sales tax revenues for the remainder of FY2021 leaving the County with total funds of \$56,772,588 to fund capital projects this fiscal year.
- In future years, it is estimated that the sales tax will generate approximately \$52 million of funds annually, all of which can be used for pay-as-you-go projects given that there will not be any debt service to be paid from these funds.

FY2021 Funds Available	
Funds on Hand	176,200,935
<u>Committed for Projects</u>	<u>33,033,738</u>
Net Funds Available for Pay-Off	143,167,197
<u>Net Payoff Amount</u>	<u>126,394,609</u>
Remaining Funds on Hand	16,772,588
Remaining FY2021 Sales Tax Collections	40,000,000
FY2021 Remaining Funds for Projects	56,772,588
Annual Amounts for Pay-Go (FY2022 and beyond)	52,000,000



Summary of Options Available to the County

- Below is a summary of the funds available for the County to pay for projects in FY2021 and beyond.

	Option #1	Option #2	Option #3
Funds Available for Remaining FY2021 Projects	\$156,722,588	\$156,772,588	\$56,772,588
Total Interest / Costs of Issuance	\$2,837,346	\$3,298,667*	-
Annual Debt Service	\$14,700,000	\$14,756,952**	-
Annual Pay-Go	\$37,300,000	\$37,243,048	\$52,000,000

*Assumes the County used funds on hand in the Penny Tax Fund to pay down the remaining \$100,000,000 in equal, annual installments over the next 7 years and issued a new BAN annually to refinance the remainder at an interest rate of 0.50% plus costs of issuance.

**Average; annual debt service amount will vary.



Recommended Option

- It is Staff's recommendation to pursue Option #1 and apply \$26,394,609 of any remaining 2020 BAN proceeds and/or funds on hand in the Penny Tax Fund to pay-off a portion of the 2020 BAN and issue a long-term Bond to refinance the remaining \$100,000,000 balance.

- The advantages of Option #1 include:
 - Locking in low interest rates

 - Avoiding the future administrative work and issuance expense by not having to issue BANs on an annual basis.

 - Eliminating interest rate risk associated with issuing BANs on an annual basis.

 - Additional funds on hand for near-term projects.

 - Creating certainty for the Program by locking in the funding approach for the remaining years of the sales tax.



Disclaimer

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SOUTH CAROLINA)
)
RICHLAND COUNTY)

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$100,000,000 OF GENERAL OBLIGATION BONDS OF THE COUNTY FOR PURPOSES OF REFINANCING THE SERIES 2020 BOND ANTICIPATION NOTE; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, a successful referendum (“*Referendum*”) was held in Richland County, South Carolina (“*County*”), on November 6, 2012, imposing a special sales and use tax (“*Penny Tax*”) in the amount of one percent (1%) in 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 and authorizing the issuance and sale of general obligation bonds, payable from the Penny Tax; and

WHEREAS, pursuant to Ordinance No. 057-17HR duly enacted by County Council on December 12, 2017 (“*Bond Ordinance*”) and a Resolution approved by the County Council on December 10, 2019, the County issued its \$125,000,000 General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax) (“*Series 2020 BAN*”) on February 27, 2020; and

WHEREAS, the Series 2020 BAN matures on February 25, 2021 (“*Series 2020 BAN Maturity Date*”) and County staff, in consultation with the County’s financial advisor and bond counsel, have recommended that the County pay-off a portion of the Series 2020 BAN with a combination of unspent proceeds from the Series 2020 BAN and cash on hand collected from the Penny Tax and refinance the balance of the Series 2020 BAN through the issuance of a general obligation bond of the County (“*Staff Recommendation*”), as authorized by the Referendum and the Bond Ordinance, in an amount not to exceed \$100,000,000 (“*Series 2021 Bond*”); and

WHEREAS, the County Council desires to accept the Staff Recommendation and proceed with the issuance of the Series 2021 Bond in accordance with the terms of the Bond Ordinance.

NOW, THEREFORE, 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 RESOLVED BY RICHLAND COUNTY COUNCIL:

Section 1. Authorization. Pursuant to the terms of the Bond Ordinance, there is hereby authorized to be issued the Series 2021 Bond.

Section 2. Directions Related to the Issuance of the Series 2021 Bond. County Council hereby directs the County Administrator or his lawfully authorized designee to proceed with the issuance of the Series 2021 Bond in accordance with Section 4 of the Bond Ordinance and to determine such other details of the Bonds as may be deemed advisable. The sale and closing of the Series 2021 Bond shall take place prior to the Series 2020 BAN Maturity Date.

After the sale of the Series 2021 Bond, the County Administrator or his lawfully authorized designee shall submit a written report to County Council setting forth the results of the sale.

Section 3. *Series 2020 BAN Pay-off.* In accordance with the Staff Recommendation, the balance of the Series 2020 BAN remaining after the application of the proceeds of the Series 2021 Bond and payment of the costs of issuance therefore shall be paid from a combination of unspent proceeds of the Series 2020 BAN and cash on hand collected from the Penny Tax.

Section 4. *Incorporation of Terms of Bond Ordinance.* All remaining relevant terms and provisions of the Bond Ordinance are incorporated herein by reference including the Exhibits thereto.

Section 5. *Savings Clause.* If any portion of this Resolution is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

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

Section 7. *Effectiveness.* This Resolution is effective after its approval by County Council

Approved this ____ day of December, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST:

Michelle Onley, Clerk to Council (Interim)



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Utilities
Date Prepared:	November 20, 2020	Meeting Date:	December 08, 2020
Legal Review	Elizabeth McLean via email	Date:	December 01, 2020
Budget Review	James Hayes via email	Date:	December 02, 2020
Finance Review	Stacey Hamm via email	Date:	December 02, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Sewer Ad Hoc Committee		
Subject:	Eastover Plant Upgrades – Southeast Sewer Project Flow Increase		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the additional services for rehabilitation work at the Eastover Wastewater Treatment Plant (WWTP) listed herein and added to Tom Brigman Contractors, Inc.’s current Division 2 Contract for the Southeast Sewer and Water Expansion Project (Project). The rehabilitation work at the Eastover WWTP will bring the plant to its full rated capacity of 750,000 gallons/day and enable the County to take on the additional sewer flows from the transfer area and other customers along the project route once the project comes online.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Southeast Sewer and Water project has sufficient funds allocated to pay for the change orders and additional services for the project. Current funds will cover the estimated cost not to exceed \$450,000 for the additional services.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Though the current WWTP is permitted for 750,000 gallons per day, only one-half of the WWTP is needed to serve the existing operational demand (see images below from 2012 to 2020). If additional flows are added to the current flows, all of the plant capacity available is necessary for operations. Also, because we will receive flows totaling 90% or more of the rated capacity, the County will need to continue its current plan for submitting a preliminary engineering report for the design and permitting of an upgrade at the WWTP over the next few years.

Eastover WWTP Circa 2012



Eastover WWTP Circa 2020



MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Eastover WWTP repair and maintenance work is mandatory for the plant to operate at full capacity and to be able to receive the flows from the Southeast Sewer and Water Project. The current plant has a rated capacity of 750,000 gallons/day, but it is only able to run at 375,000 gallons/day with reliable capacity since only half of the plant is in operation. When the project is completed, the plant is expected to receive about 700,000 gallons/day as opposed to an average of only 120,000 gallons/day from the Town of Eastover and Kemira. Due to the low flows received at the plant historically, there has not been any need for the plant to operate at its full design capacity. However, with the large volume of flow that will be delivered from the project, we will need to be at full capacity to take on the additional flows. Performing these repairs will put us on schedule for a plant to be at full capacity before the project is completed in July 2021.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Eastover WWTP rehabilitation is listed on the attached Brigman quote. Quotes were requested from the contractors currently working on the project and were received and evaluated by the project consultant, Joel Woods & Associates. The recommendation was to award the work to Brigman who has plant repair experience as well as provided the lowest total quoted price of \$437,374.05. We are requesting approval of a “not to exceed” amount of \$450,000 which gives us a contingency to cover unforeseen items of about 2.5%.

ATTACHMENTS:

1. Brigman Quote

Attachment 1 – Brigman Quote

Date of Quote: 11/12/2020 3:02:00 PM

Job Name: Eastover Wastewater Plant Rehabilitation

Project: Southeast Water and Sewer Expansion Project - Division 2

Contractor: Tom Brigman Contractors, Inc.

Item No.	Item Description	Item Cost
1	Contractor Mobilization	\$ 7,187.50
2	Weir Plates	\$ 7,150.00
3	Electrical Connections	\$ 23,000.59
4	Mixer Guide Rail in Basin #1	\$ 15,370.00
5	Install (1) New and (3) Existing Mixers	\$ 31,687.50
6	Hoists for Each Mixer	\$ 45,001.14
7	Install Existing Mixers in Basin #2	\$ 11,625.00
8	Not Used	\$ 0.00
9	Floating Decanter, Pump, and Piping	\$ 25,638.64
10	Replace Gate Valves at Contact Chamber with Plug Valves	\$ 76,750.00
11	Replace SBS Discharge Piping	\$ 15,637.50
12	Refrigerated Influent Sampler and Cover	\$ 13,837.50
13	Add Cover Over Existing Effluent Sampler	\$ 6,250.59
14	Magnetic Flow Meter in Precast Vault at Pump Station	\$ 65,763.64
15	Clean Walls in Basin #1	\$ 58,125.00
16	Remove and Dispose of Sludge	\$ 15,286.95
17	Assist Plant Operators with Start-Up	\$ 19,062.50
	Sub-Total	\$ 437,374.05
	Contingency	\$ 12,625.95
	Total	\$ 450,000.00



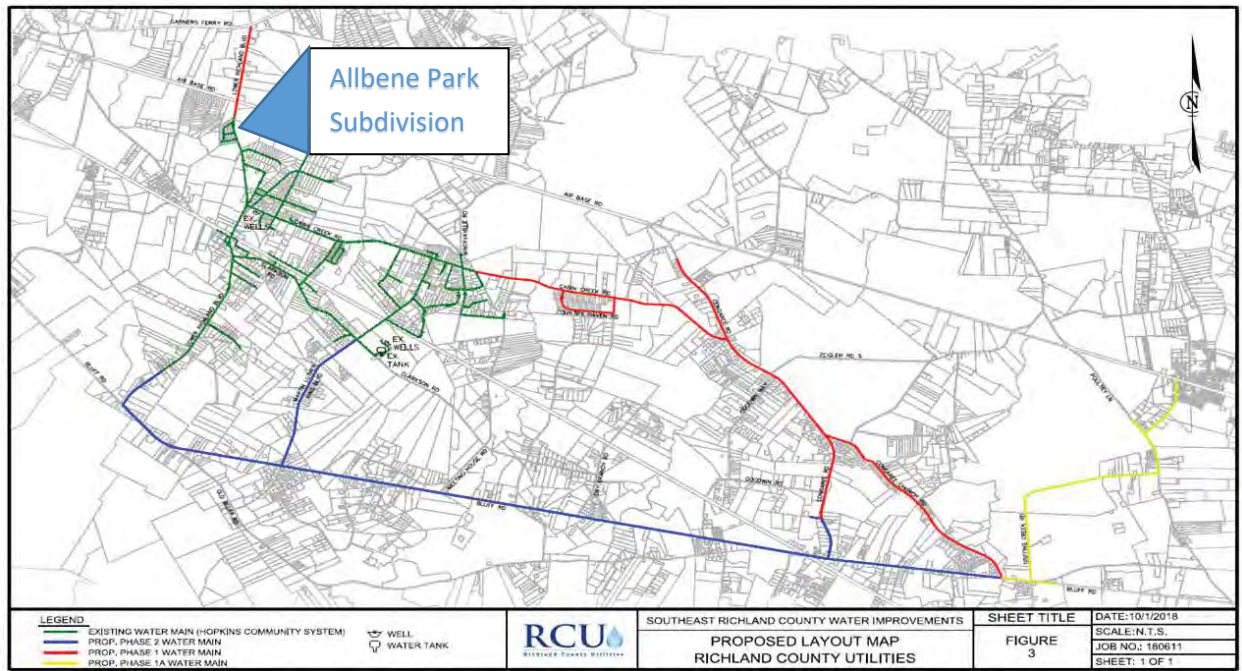
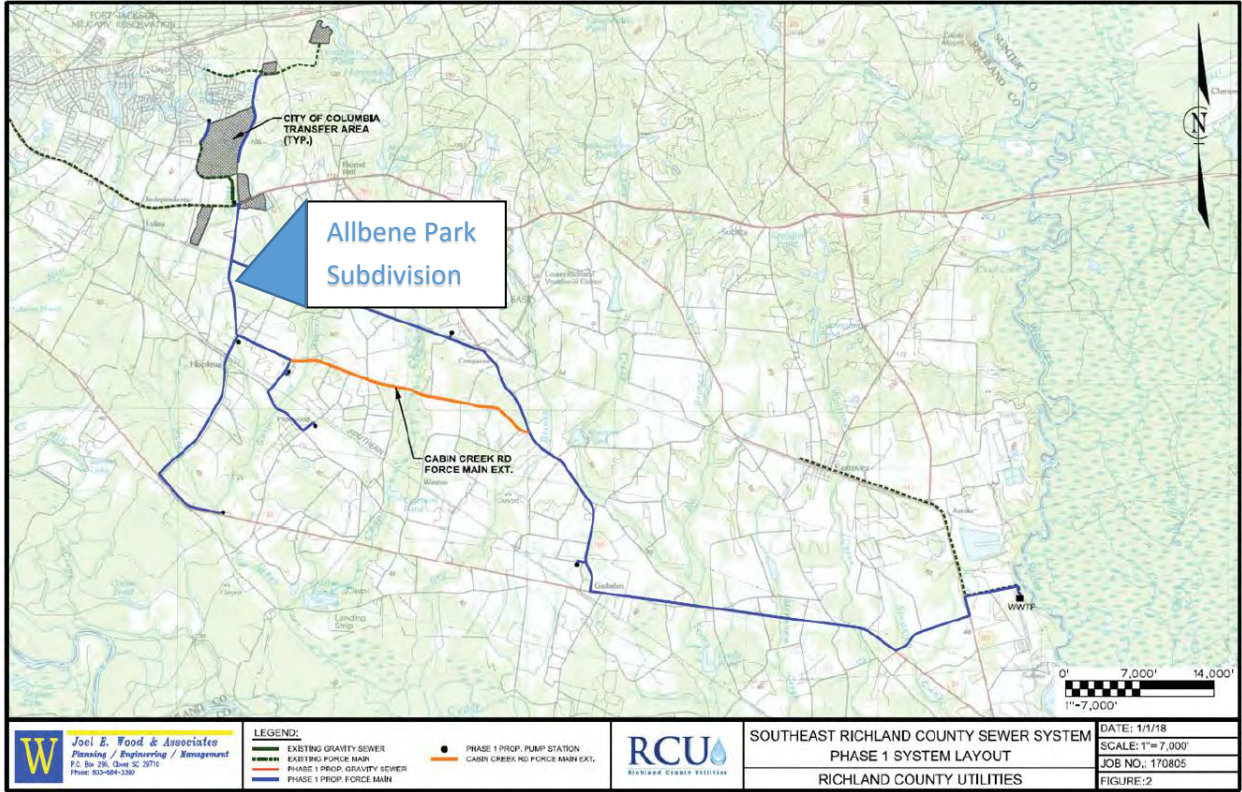
Memorandum

To: Chair of the Committee and the Honorable Member of the Sewer Ad Hoc Committee
Prepared by: Bill Davis, Director
Department: Utilities
Date Prepared: December 5, 2020 **Meeting Date:** December 8, 2020

Legal Review	Brad Farrar	Date:	December 7, 2020
Budget Review	James Hayes	Date:	December 6, 2020
Finance Review	Stacey Hamm	Date:	December 7, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Sewer Ad-Hoc		
Subject:	Sewer Service for Allbene Park		

Background:

The last change in the design that we could identify was presented to council for The Southeast Sewer and Water Expansion Project (SESWEPE) design plan for Phase 1 was as presented on May 21, 2019, see Attachment 1A – Council BD from 5-21-2019 and Attachment 1B – Council Minutes from 5-21-2019 (see Item 20.e on page 24). The construction of Phase 1 Divisions 1 and 2 of the project (the “backbone” of the system) were approved by council on December 17, 2019, see Attachment 1C – Council BD from 12-17-2019 and Attachment 1D – Council Minutes from 12-17-2019 (see Item 9.c on page 4). Sketches of the original plans for sewer and water are shown below. Phase 1 is currently under construction with a total of four (4) “Divisions” and is scheduled to be completed by July, 2021. Sketches of the original plans for sewer and water are shown below (Allbene Park has been identified on each map with a label). The current water and sewer plans under construction are included in the weekly project report, see Attachment 2 – SESWEPE Weekly Report.



Allbene Park is an existing 42-home residential development located in the Hopkins area of Richland County, see image below for location and lot layout from the Richland County GIS. Currently, all 42 homes are on septic tanks. The SESWEP included water service for Allbene Park in Phase 1, however the closest sewer line in Phase 1 is a forcemain located on Lower Richland Boulevard. Allbene Park sewer service was not included as part of the approved Phase 1 Project Divisions.



Allbene Park and other areas desiring sewer service or where developers are inquiring about service are being considered for sewer service as staff defines the boundaries for the Phase 2 Project area. A Preliminary Engineering Report (PER) for Phase 2, along with subsequent design Project “Divisions”, will be developed as part of our Capital Improvement Plan for 2021 in conjunction with recommendations in the PER.

The Sewer Ad-Hoc committee has requested more information regarding sewer service to Allbene Park as part of Phase 1 of the SESWEP. It is our understanding that Mr. Joel Wood and Councilwoman Myers attended multiple public meetings with residents in the Allbene Park subdivision. It was brought to staff’s attention by Councilwoman Myers that Mr. Wood promised sewer service to the residents of Allbene Park, see Attachment 3 – Email with replies from Councilwoman Myers and Councilman Malinowski.

Staff located a BD that was requested by Councilwoman Myers for Allbene Park and other areas in consideration for sewer service, see Attachment 4 – BD Allbene Park Bluff Road Community and St Johns Church 06-16-20. This BD was sent to Councilwoman Myers by staff and subsequently put on hold, see Attachment 5 – Email from Councilwoman Myers.

In order to connect Allbene Park to the sewer forcemain, a sewer collection system must be designed and constructed that will allow gravity flow to collect sewer and transport it to a pump station that will pump the sewer from the neighborhood and preferably other areas to the forcemain on Lower Richland Boulevard. Pump stations are the highest cost item in the collection system. The capital cost for developing a sewer collection system is greatly reduced by the number of customers that are connected to each pump station. If a decision to move ahead with a separate design to serve only Allbene Park is presented, the estimated cost for the design and construction of this system is \$1,482,000.00. This project is not in the budget for the Phase 1 Divisions 1-4. The project will have to be approved by full council and then it will have to be surveyed, designed, easements obtained, permits acquired, and bids received in order to proceed with construction. The time frame for a typical project like this is about 6-12 months for design and 9-12 months for construction (15-24 months total following council approval).

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050


Agenda Briefing

To: Richland County Council
Prepared by: Shahid Khan, Director, Richland County Utilities
Department: Utilities
Date Prepared: May 14, 2019 **Meeting Date:**

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Other Review:		Date:	
Approved for Council consideration:	Assistant County Administrator	Sandra Yúdice, Ph.D.	

Committee

Subject: Design of Southeast Water system expansion project (Phase 1)
 Design of Southeast Utility System expansion

Recommended Action:

- a. A change order to the engineering services contract with Joel Wood & Associates for the Southeast sewer expansion project. The change order would require the reallocation of funds (\$270,000) from the sewer expansion project to initiate the procurement process for engineering services for the Southeast water expansion project.
- b. Include the reallocated funds in the FY 2020 budget to replenish funds for the sewer expansion project.
- c. Replace connector along Cabin Creek Road to accommodate citizen input provided to Council in public meetings, and most recently during a Community Meeting attended by Acting County Administrator Thompson, Councilwoman Myers, and Councilwoman Newton. This addition will allow approximately 100 additional homes to connect to the sewer system, reducing overall costs. (See figure 2).

Motion Requested:

“Move that Council approve (1) the design and construction of the Southeast Water the reallocation of \$270,000 from the Southeast sewer expansion project to the Southeast water expansion project; (2) a change order to the contract with Joel Wood & Associates for the Southeast sewer expansion project to allow engineering services for Southeast water expansion project; and (3) to authorize the reallocated funds (\$270,000) to be included back in the Southeast sewer expansion project in FY 2020.

“Move that Council approve that proposed Southeast sewer expansion layout as modified to extend the sewer line along Cabin Creek to connect to the sewer line on Congaree road.”

Fiscal Impact:

At this time, there is no fiscal impact for this project as previously appropriated funds will be reallocated from the sewer project to water project. Funds required are available in the allocation of engineering services for sewer expansion project. Reallocated funds will be replenished in the FY 2020 budget for the sewer expansion project.

Motion of Origin:

<i>Council Member</i>	Dalhi Myers, Vice-Chair, District 10
<i>Meeting</i>	n/a
<i>Date</i>	5/14/2019

Discussion:

The Southeast region has been identified as a community with urgent need for safe water supply. Currently, the majority of citizen in this region depend largely on the use of privately owned wells many of which are in poor conditions and considered a health risk to its users. The unavailability of county owned/managed water facility within this region has limited the capacity to expand water services and provide safe water supply to the citizens within the Lower Richland area. To address this need and following directives by County Council, a feasibility study was conducted and presented to Council’s Development and Services Committee on October 23, 2018. This study identified areas for potential growth, recommended best engineering alternatives and the most cost-effective method to meet the desired goals for water supply in the region. Subsequently, County Council reviewed and approved the Water Feasibility Study on November 13, 2018, which recommended the system expansion for Southeast water as indicated in Fig 1 attached. It was also stated that the such system expansion will provide:

- Opportunity for safe dependable water supply and distribution system for existing customers and future users.
- Availability of a safe and dependable water source that meets SCDHEC standards to the residents.
- Prevents residences from reliance on currently contaminated individual wells for water supply.

Summary of Feasibility Report Southeast:

Richland County Utilities (RCU) owns, operates and maintains water systems in the planning area (i.e. Hopkins and Pond drive). The feasibility study proposed the expansion of the existing Hopkins water system. Figure 1 shows the planning areas and the recommended layout out for proposed water expansion. The proposed plan was presented as a preliminary layout with the potential to evolve to address identified needs and citizen’s inputs.

Pending Issue(s):

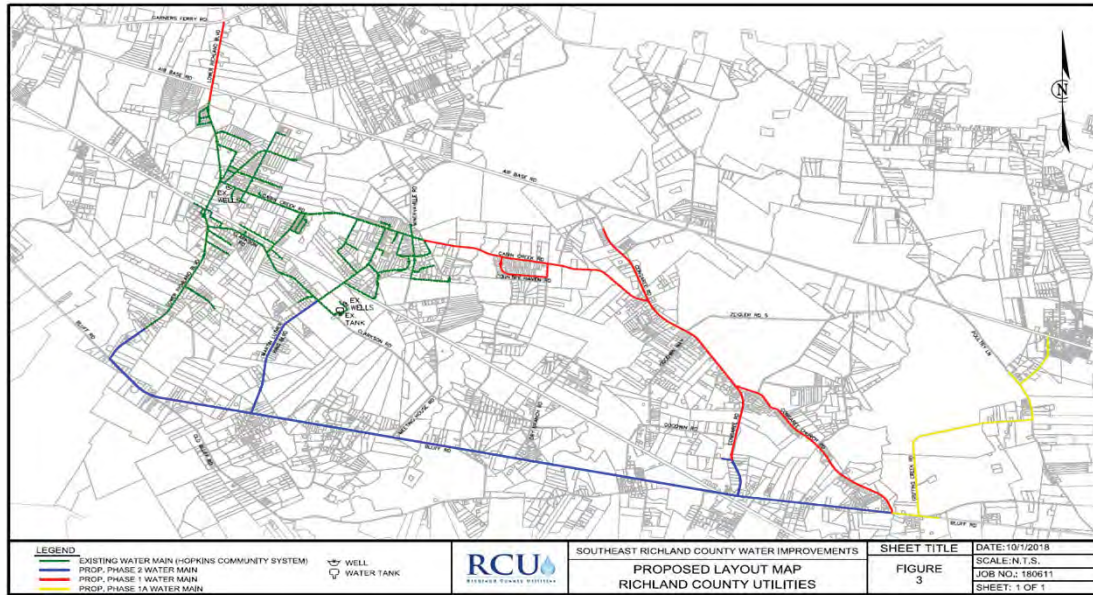
On October 2, 2019, the County Council approved the design of an amended layout for the Southeast sewer expansion project and consequently approved funds (\$750,000) to procure engineering services for the approved layout. Following the required procurement process, engineering services for the approved layout was awarded to Joel Woods & Associate. A review of the approved layout for sewer expansion and

the preliminary layout for water expansion shows that a significant portion of the proposed sewer lines will be installed along the same route of the proposed for water expansion. (See Figures 1 & 2). Typically, the design and construction of “similar” utilities (such as sewer and water lines) requires a number of project items that are either interdependent of the same activity (e.g. survey, land clearing, engineering design, permit approval etc.). Since both the sewer and water projects are within the same region, a simultaneous execution of both projects can potentially save time and total projected cost. Also, because both projects are within the same area, communications with citizens within the community is optimized to address both projects at every scheduled meeting. Richland County Utilities recently requested for a proposal from Joel Woods & Associates for engineering services for Southeast water expansion project. The proposal received is attached.

Attachments:

- Joel E. Wood & Associates Change Order Cost Proposal
- October 23, 2018, Presentation to the D&S Committee (excerpt)

Figure 1: Preliminary Layout Water Expansion

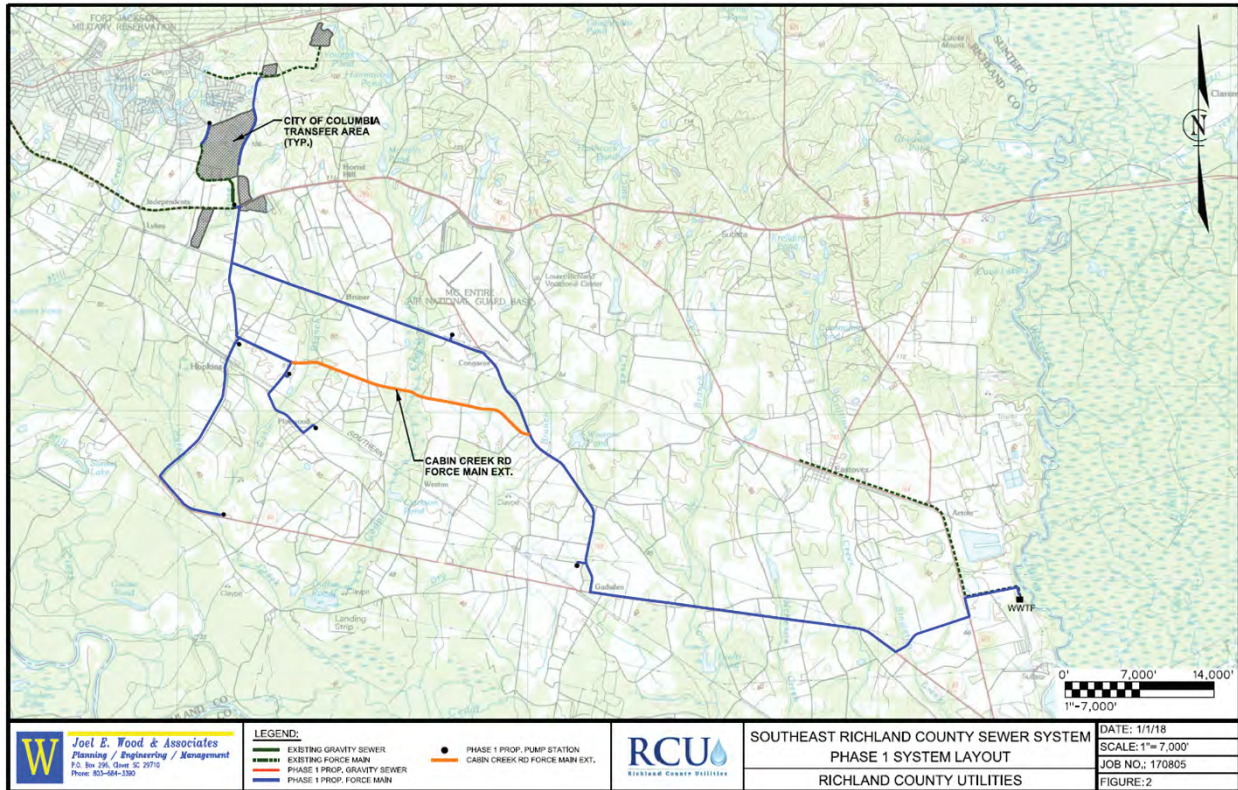


**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Figure 2: Proposed Layout Sewer Expansion





Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

Tel.: (803) 684-3390
Fax.: (803) 628-2891

Kings Mountain, NC

104 N. Dilling St.
Kings Mountain, NC
28086

P.O. Box 296
Clover, SC 29710

Tel.: (704) 739-2565
Fax.: (704) 739-2565

May 15, 2019

Mr. Shahid Khan, Director
Richland County Department of Utilities
7525 Broad River Road
Irmo, South Carolina 29063

**REF: SOUTHEAST RICHLAND COUNTY WATER PROJECT
FEE PROPOSAL CO #1**

Dear Mr. Khan:

In the Kick-Off Meeting for the Southeast Richland County Sewer Project on April 30, 2019, Councilwoman Myers expressed a concern that we were not also preparing plans for water lines to serve the area that will be served by the sewer project. As you know, we prepared and presented a “Feasibility Study” for providing water service to Southeast Richland County and we were the design engineers for the original Hopkins Community Water System. We are now working on field surveys and plan preparation for the Southeast Richland County Sewer System. The proposed project location for the water lines as outlined in the “Feasibility Study” is in essentially the same area that we are now working in for the sewer project. I am attaching a map showing the proposed location of the water project that is similar to the route for the Southeast Richland County Sewer Project.

Richland County staff has asked us to provide a cost to prepare plans for Phase 1 of the water system as shown on the attached map. While we are surveying in this area and providing plans for the sewer system, we can prepare the plans for submittal to South Carolina Department of Health and Environmental Control (SCDHEC) for a lump sum fee of \$201,450.00.

Subsequently, staff has requested that we include the waterlines as shown on the attached map as Phase 1A in the revised project that will provide water service to Southeast Richland County. While we are surveying in this area and providing plans for the sewer system, we can include Phase 1A as a part of this project for a lump sum fee of \$55,000.00. This design will be done under the consideration that no new water sources (wells) or storage will be necessary. If the need for either arises during the design phase additional change orders may be required.

This change order will also include the design of a force main along Cabin Creek Road for the Southeast Richland County Sewer Project utilizing information developed on previous projects for Richland County. We can include the proposed force main extension down Cabin Creek Road as a part of this project for a lump sum fee of \$13,550.00. I am attaching a map showing the proposed location of the proposed force main extension in relation to the Southeast Richland County Sewer Project.

In addition, there could possibly be cost savings in construction if the projects are built together and the lines can be installed simultaneously. Sediment and erosion control features could be greatly reduced, the limits of disturbance would be reduced, seeding and mulching reduced and other similar items. We would be able to inspect the water and sewer projects for the same fee as in our original proposal for the sewer project and there would be no increase in construction period fees from those in our original proposal.

We have taken into consideration the variations in the routes and have included this in our cost. Richland County would be required to pay all review fees and arrange for project financing. We will provide any needed information to your financing agency for the project. Time is of the essence and we need to have an answer prior to the 30% project submittal date of June 7, 2019 for the sewer project if we are going to include the water project along with the sewer project and stay on schedule. Also, this will no longer be just a sewer project but a utility project providing both water and sewer service to the community.

As a summary see below for the lump sum fee of design for each additional item that will be added to the project scope as part of Change Order #1.

Item 1 - Southeast Richland County Water Phase 1 :	\$201,450.00
Item 2 - Southeast Richland County Water Phase 1A :	\$55,000.00
Item 3 - Cabin Creek Rd Force Main Extension :	<u>\$13,550.00</u>
Total Increase for CO #1 :	\$270,000.00

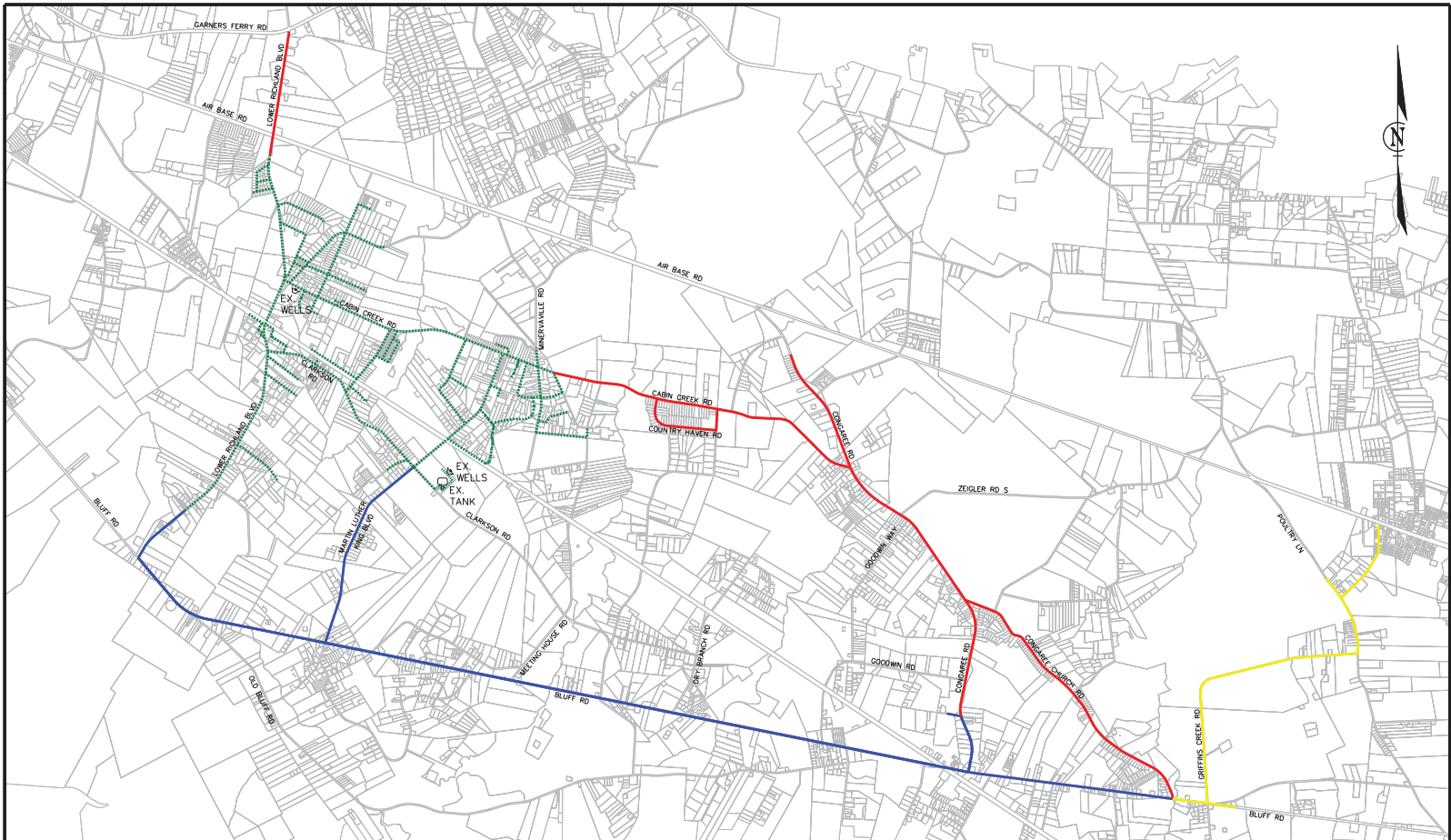
Should you have any questions or need any additional information, please feel free to contact me. We are available to meet and discuss the proposed change in project scope at your convenience.

Sincerely,

JOEL E. WOOD & ASSOCIATES, L. L. C.



Joel E. Wood, PE
Managing Partner



LEGEND

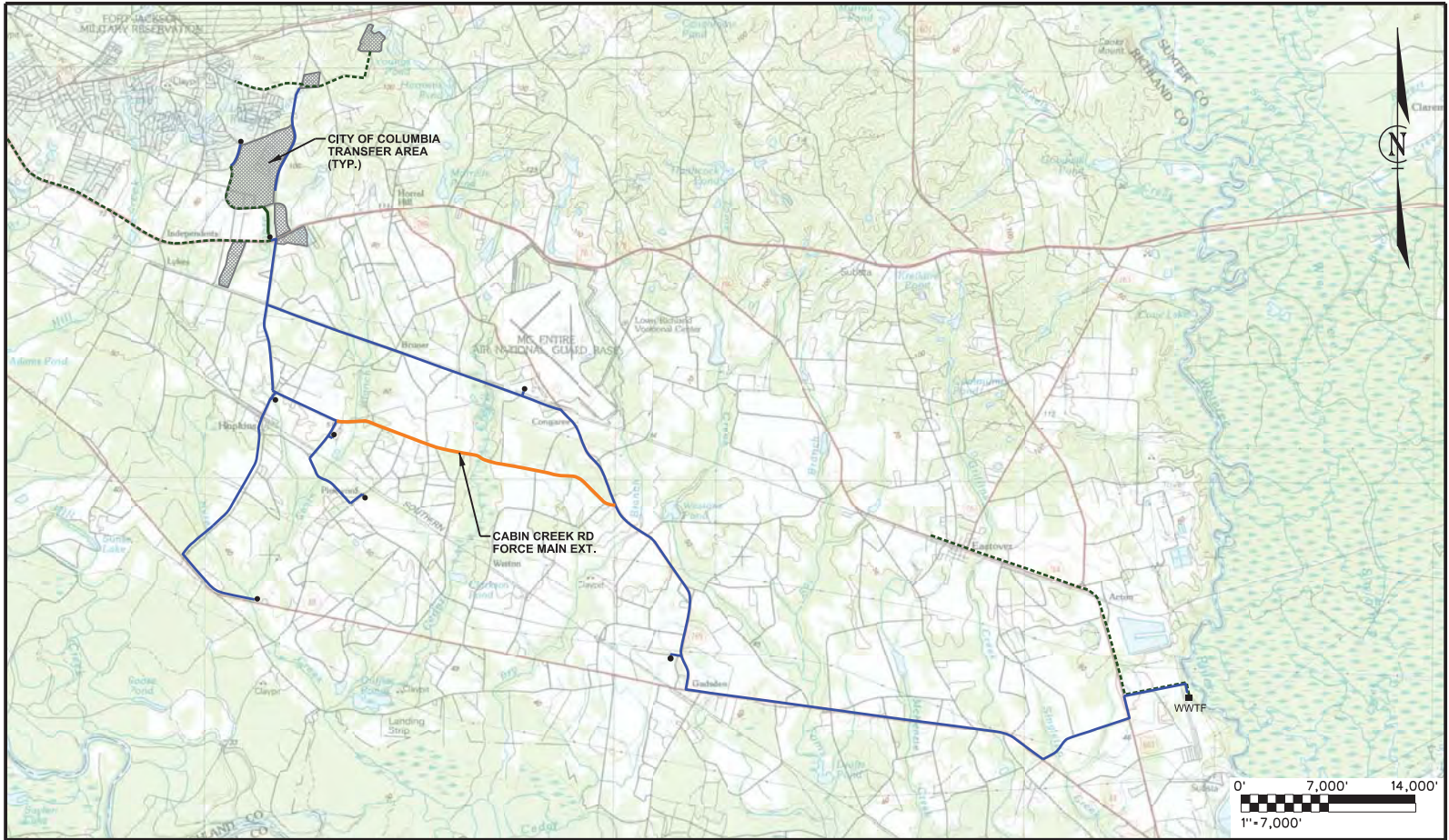
- EXISTING WATER MAIN (HOPKINS COMMUNITY SYSTEM)
- PROP. PHASE 1 WATER MAIN
- PROP. PHASE 1A WATER MAIN
- PROP. PHASE 2 WATER MAIN
- ⊕ WELL
- ⊕ WATER TANK



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS
PROPOSED LAYOUT MAP
 RICHLAND COUNTY UTILITIES

SHEET TITLE
 FIGURE
 3

DATE: 10/1/2018
 SCALE: N.T.S.
 JOB NO.: 180611
 SHEET: 1 OF 1



W Joel E. Wood & Associates
 Planning / Engineering / Management
 P.O. Box 296, Clover SC 29710
 Phone: 803-684-3390

LEGEND:

- EXISTING GRAVITY SEWER
- EXISTING FORCE MAIN
- PHASE 1 PROP. GRAVITY SEWER
- PHASE 1 PROP. FORCE MAIN
- PHASE 1 PROP. PUMP STATION
- CABIN CREEK RD FORCE MAIN EXT.

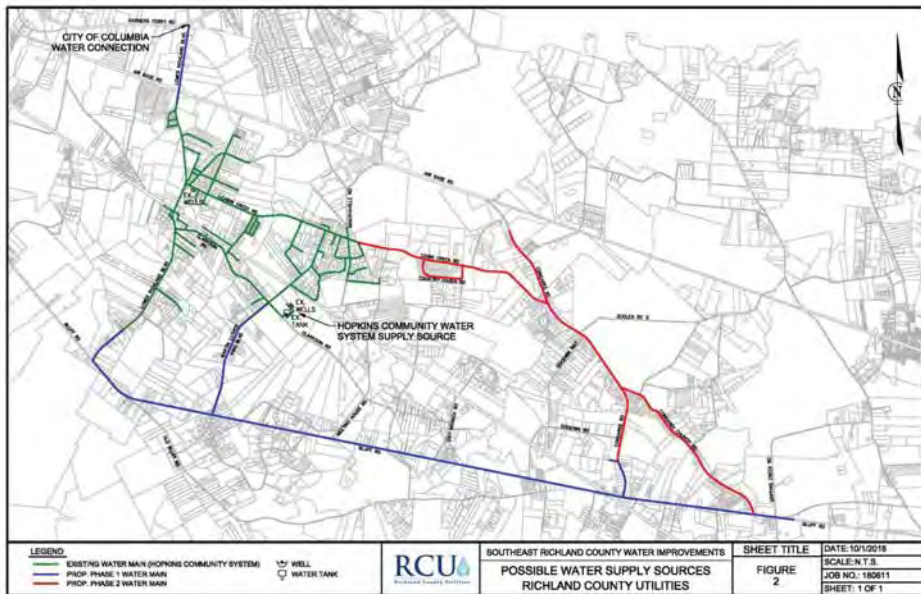
322 of 324

RCU
 Richland County Utilities

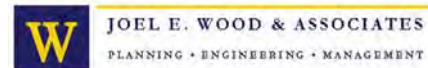
SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
PHASE 1 SYSTEM LAYOUT
 RICHLAND COUNTY UTILITIES

DATE: 1/1/18
SCALE: 1"= 7,000'
JOB NO.: 170805
FIGURE: 2

IV. POTENTIAL PROJECTS & WATER SOURCES



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VII. Summary & Recommendations for Southeast Project Area

SUMMARY

System Expansion Will Provide :

- Opportunity to provide safe dependable water supply and distribution system for approximately 505 existing customers and future users.
- Availability of a safe and dependable water source that meets SCDHEC standards to the residents.
- Prevents residences from reliance on currently contaminated individual wells for water supply.

The project as defined by this Report should not have an adverse impact on the environment.



Richland County Council
Regular Session
May 21, 2019 – 6:00 PM
Council Chambers

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice-Chair; Joyce Dickerson, Calvin “Chip” Jackson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Beverly Harris, John Thompson, Stacey Hamm, Eden Logan, Larry Smith, Jennifer Wladischkin, Trenia Bowers, Ashiya Myers, Sandra Yudice, Shahid Khan, Nathaniel Miller, Michael Niermeier, James Hayes, Ashley Powell, Dwight Hanna, Ismail Ozbek, John Hopkins, Tiffany Harrison, Jeff Ruble, Kimberly Williams-Roberts, Bryant Davis and Cathy Rawls

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Joe Walker
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joe Walker
4. **PRESENTATION OF PROCLAMATIONS**
 - a. Resolution Honoring the Ridgeview High School Boys’ Basketball Team on their championship – Mr. Jackson and Mr. Manning presented a resolution to the Ridgeview High School Boys’ Basketball Team.
 - b. Resolution in conjunction with the National recognition that Richland County recognizes May as Lyme Disease Awareness Month – Mr. Manning presented a resolution to Ms. Arielle Riposta in honor of Lyme Disease Awareness Month.
 - c. A Proclamation Honoring the Magnet Schools of America 2019 National Principal of the Year Dr. Sabrina Suber – Ms. Kennedy and Mr. Manning presented a proclamation to Dr. Suber.
5. **APPROVAL OF MINUTES**
 - a. Regular Session: May 7, 2019 – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as presented.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Regular Session
May 21, 2019

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6. **ADOPTION OF THE AGENDA** – Ms. Kennedy moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Ms. Newton stated the Airport Commission vacancy needed to be added to the agenda under the Report of the Rules and Appointments Committee as Item 19(o).

Ms. Newton moved, seconded by Ms. Myers, to adopt the agenda as amended.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers Kennedy, Walker, Dickerson and Livingston

Present but Not Voting: Manning and McBride

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

7. **PRESENTATION**

- a. Experience Columbia SC – March Madness: Bill Ellen, President & CEO, Columbia Metropolitan Convention Center – Mr. Ellen thanked Council for their support of the “March Madness” event at the Columbia Metropolitan Convention Center.

- Over 47,000 visitors during the 5-day period
- All 6 games were on live TV
- Duke vs. University of Florida game drew the largest audience of the regional games
- Over 30 Community events were going on
- Produced and distributed 66,619 pieces of marketing materials
- 10 welcome tables throughout the hotels and airport
- Over 70 volunteers that donated 326 hours of their time
- The tournament garnered 600 media mentions of the region, which resulted in \$1.1 million worth of publicity value
- There were 647,493 impressions on social media
- All of the hotels in the region saw a significant increase in occupancy, which resulted in increased Accommodations and Hospitality Taxes.
- Next time Columbia will be eligible to host is 2023, but they have start preparing in August for them to be able to submit the bid by October. The bid will be for years 2023 – 2026.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Adoption of Economic Development Policy
- b. Lower Richland Sewer Agreement with the City of Columbia (Purchase Option)
- c. Administrator Search Update

Mr. Jackson moved, seconded by Ms. Kennedy, to go into Executive Session.

In Favor: Terracio, Malinowski, Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Newton and Manning

The vote in favor was unanimous.

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Council went into Executive Session at approximately 6:30 PM and came out at approximately 7:06 PM

Ms. Terracio moved, seconded by Ms. Newton, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Myers, Walker, Dickerson and McBride

Present but Not Voting: Newton, Kennedy, Manning and Livingston

The vote in favor as unanimous.

- a. Adoption of Economic Development Policy – Mr. Jackson moved, seconded by Ms. Myers, to adopt the Economic Development Policy, as discussed in Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning and Kennedy

The vote in favor was unanimous.

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

In Favor: McBride

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson and Livingston

Present but Not Voting: Kennedy and Manning

The motion for reconsideration failed.

9. CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing – Mr. Willie Farmer spoke about improving the SLBE experience for businesses in the County.

10. CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda – No one signed up to speak.

11. REPORT OF THE ACTING COUNTY ADMINISTRATOR

- a. DHEC/Westinghouse Consent Agreement – Dr. Thompson stated the significant portion of the consent agreement serves to investigate and remediate the contamination at the Westinghouse site, and for Westinghouse to communicate and respond to future releases of pollutants on their premises.

Mr. Jackson stated that last year Ms. Myers, and others, were having discussions with regards to whether or not appropriate level of testing was being done. He is not sure we ever got any follow-up on this matter.

Mr. Khan stated, to the best of his knowledge, DHEC has gone in and done a thorough investigation. They provided the County a copy of the results in the last few weeks. In parallel, Council approved the proceeding to do individual well testing. Approximately 60 – 80 citizens signed up for the

testing and had their wells tested. The results were satisfactory, and there are no issues.

Dr. Thompson stated Council also approved for the County to a hydrology study, but because the consent agreement came forth, we are honoring what the State is doing, at this point.

Ms. Myers stated, for clarification, we have suspended the study.

Mr. Khan stated there was not a hydrology study approved. There was a study approved, which included the well testing. If needed, we would have taken it to the next level and conducted an additional investigation. Bear in mind, all of those actions were taken when we had limited information from DHEC, and we did not have any data. He stated DHEC has done a thorough underground geological investigation, which should serve all objectives we intended for the residents and customers.

Ms. Myers stated it would have been helpful to have had some memo, or something, so that when she met with the citizens on the Westinghouse Community Committee, she would not have told them we were continuing the County's work in parallel.

Mr. Khan stated the decision, by Administration, was to put the study on hold until we got additional information, which we got, including the consent order. Essentially, we are at a point to make a decision whether we want to continue and spend taxpayer dollars to repeat the same volume of work, or rely on a State agency, which we believe has done the job.

- b. Cherry Bekaert – PDT FY2017 Financial Audit – Mr. Alan Robinson stated Cherry Bekaert was engaged to conduct a financial statement audit of the Richland PDT. Ms. Bonne Cox who specializes in construction contractor auditing was tasked with conducting the June 2017 PDT audit.

Ms. Cox stated they have issued their audit of the Richland PDT for the year ending June 2017. The audit results are included in the agenda packet. She stated they were engaged to audit the financial statements of Richland PDT. The engagement came to them in January 2018 under the United States Generally Accepted Auditing Standards, which are for private companies. Included in that are accounting estimates. One of the required communications is to discuss with you what those significant estimates are. In the Richland PDT financial statements, there is an estimate for allowance for doubtful accounts. While there was a delay in the timing of us being able to conduct the audit, at the end of the day they were able to obtain evidence to finish the procedures. When they reviewed and did their procedures, they had conflicting evidence, so what they have issued is a disclaimer of an audit opinion on the financial statements of the Richland PDT due to material uncertainty. They did not have any uncorrected misstatements, which are known differences when we have audit evidence that says one thing and the financial statement says something else. There were some adjustments made to the year-end statements, but those adjustments were reflected in the financial statements. There were no disagreements with management, based on what they were providing. Management signed a representation letter that states they were truthful in their inquiries and did not withhold information that would have been relevant. If they were aware that PDT management was also consulting with other independent accountants, it would be brought to Council's attention. They did have difficulty involving a legal dispute regarding the contractual arrangement with its sole customer, the County. Due to the uncertainty surrounding this ongoing legal matter, they determined it to be both material and pervasive to the financial statements of the PDT. Because of the significance they did not deem it to have sufficient evidence in order to issue an opinion on the financial statements. Another letter that was issued, is in regards to the consideration of internal controls of the financial statements of PDT. They noted 2 matters they

deemed significant deficiencies in internal control. One of those relates to the preparation of the financial statements and year-end adjustments. The auditors did draft the financial statements, which includes some year-end adjustments and disclosures to financial statements. Richland PDT did not do that internally, but the auditors did that. Because they drafted the statements and posted the adjustments, it was a deficiency in the internal controls of PDT. A second matter they noted, related to the internal controls of the financial controls, was the lack of segregation of duties. The joint venture subcontracts with partners, in order to perform work as vendors. They noted that change orders, for those subcontracts, and vendor invoices, were approved by management of the partner of the joint venture. As a result, there is inherent conflict of interest, due to the lack of an outside parties' involvement in the approval process of the change orders between the vendors of PDT and the partners of PDT. It was noted in the opinion letter issued that they were engaged to audit the accompanying financial statements, but as discussed in Note 4 to the statements, the joint venture is involved in ongoing legal matters with its sole customers. Because multiple account balances in the statements of the joint venture are driven by the business conducted with its sole customer, the uncertainty is considered both material and pervasive in nature. Because of the significance of this matter, they have not been able to obtain sufficient evidence to issue an audit opinion on the financial statements.

Mr. Walker inquired, as it pertains to the findings, specifically the significant deficiencies, which jump off the page, in your experience is it normal for a program of this magnitude to not prepare its own financial statements.

Ms. Cox stated it is not that uncommon for people to not prepare statements internally. This is a fairly common finding in small businesses.

Mr. Walker inquired, as it pertains to publicly managed and audited funds...

Ms. Cox stated she has seen both.

Mr. Walker stated, in the findings, a conscious decision on the part of management to conduct internal financial reporting does not comply with GAAP was noted. He referenced p. 44 of the Program Management Agreement, subparagraph (3), "All financial records shall be maintained in accordance with Generally Accepted Accounting Procedures, consistently applied. Subcontractors shall do the same." He requested Mr. Smith to opine on his interpretation of the auditor's findings versus the PDT contract. Another point in the findings states, "...we noted that all change orders on subcontracts and vendor invoices were approved by management of a Partner of the Joint Venture. As a result, there is an inherent conflict of interest due to the lack of an outside party's involvement in the approval process." In this arrangement, the County would be the outside party that would typically be included in the approval process. Additionally, on p. 24 of the PDT contract, it states, "A Change Order is a written order to the Contractor signed by the County..." He inquired if that was the practice being followed.

Ms. Cox stated there was a lack of segregation of duties between the people approving changes to contracts and people receiving the benefit of those contracts.

Mr. Smith stated the audit concluded the generally accepted accounting procedures was not being followed. The specific portion of the contract, that Mr. Walker referred to, requires that all records be maintained in accordance with generally accepted account procedures. There is a specific provision in the agreement, which requires GAAP to be applied to all the financial records that are maintained. In reference to the provision regarding change orders, there is a requirement those

change orders be approved by the County, or County personnel. He does not know whether or not the change orders got any County approval.

Ms. Cox stated the documentation they saw, on the actual approval of the change order, had the PDT partner and then the vendor of the PDT signing off on the change order. They also saw when the amounts were invoiced to the County, the change orders were listed on the supporting documentation provided to the County. Those amounts were approved by payment by County management, so the County did see the change orders, as listed on the supporting documentation when those were submitted for payment to the County. The execution of the change order was between the Richland PDT member, partnership represented and the vendor of the PDT. There was not County signoff on that.

Ms. Myers stated, for clarification, the auditors had the change orders, and they were approved by the PDT and the partner receiving the benefit, but when it got to the County level was it a number on the invoice or was it a number with the change order attached.

Ms. Cox stated, when she says the change order that was approved by the partner of the PDT, and the vendor of the PDT, that is the subcontracts from the PDT to the actual contractors that were doing the work for the PDT.

Ms. Myers stated, for clarification, the invoices that came to us later, bore the amount of the change order, but not an approved supporting piece of paper.

Ms. Cox stated it was a supporting piece of paper, in that it was a typical construction application for payment.

Mr. Walker stated he found it interesting that this contracted party (PDT) could not, would not or otherwise chose not to provide information that could have been substantive to the audit because of the ongoing litigation. He inquired if they felt like they got everything they needed to complete a full financial audit.

Ms. Cox stated one of the standard audit procedures, they perform, is they inquire of management if there is ongoing litigation. A summary of the litigation is provided to the auditors. Typically, a confirmation letter will be sent to the entity's lawyer to have them represent their opinion on potential liability related to any pending litigation. They were made aware of the pending litigation between the PDT and the County. Management represented to them that their opinion was that they were correct, and they stood behind the amounts they had billed to the County and those were appropriate revenue to the PDT, which was the nature of the litigation between the 2 entities. PDT's attorney gave them the letter that said, "Yes, we agree. We believe that we are in the right, and the amounts that have been billed to the County, under the contract, are appropriate with the contract. The information they received from the County said exactly the opposite. Those conflicting pieces, from outside parties, were why they had to disclaim the opinion because there is no reconciling that when it comes to audit evidence.

Mr. Walker stated he is trying to figure out what to do with moving forward. He inquired if he is misinterpreting this, and is it other than what he has stated it as.

Mr. Smith stated, in terms of the issue of whether or not they were required to utilize GAAP and they did not, he thinks the contract speaks clearly that this is a requirement. On the other issue related to the change orders, he would need to see the documents Ms. Cox is referring to. To the

extent that there was no approval of the change orders, which he believes is what the contract calls for, that could be a potential issue that we would have to look into.

Mr. Walker stated, under Note 3 - Related party transactions, it states, "At June 30, 2017, the Joint Venture has accounts payable due to an entity related through common ownership of one of the Partners in the amount of \$105,673. The Joint Venture pays expenses to this entity for consulting services. During the year ended June 30, 2017, the Company paid \$618,274 and the amount is included in costs of revenues earned in the accompanying statement of income." He inquired, if it was ever discovered, or can you tell me what entity was presumably getting paid twice for consulting. He stated he is not being accusatory, but the PDT was engaged to be a consultant; therefore, a related party charging for the same thing concerns him.

Ms. Cox stated she did not have all of the detailed records with her, so specific names or amounts she would need to follow-up with that information. She stated related party transactions, under financial statement, and in the accounting world, means that if you have any related companies, through common ownership, then it is required disclosure of that. So, when it reads, "The Joint Venture has accounts payable to the Partners in the amount of \$105,673." Those are the actual partners of the PDT. The next paragraph that describes some dollar transactions to an entity related through common ownership of one of the partners, then that is not the actual partners of the PDT, but there is some overlap in ownership with a separate entity.

Ms. Newton stated she has read many audits, but she has never received a disclaimer before. The first thing mentioned is conflicting evidence while the audit was being conducted. For clarification, when they are referring to conflicting evidence, they are referring to the PDT's representation of the merits of our lawsuit vs. the County's representation of the merits of our lawsuit.

Ms. Cox stated that is correct.

Ms. Newton stated during the presentation it was mentioned there were material and pervasive weakness. She stated she is trying to figure out if the information received had material and pervasive weaknesses the auditor wanted to be expounded upon, or if they are saying they did not receive all of the information they would have expected to receive and that missing information is the material and pervasive weakness.

Ms. Cox stated the phrase "material and pervasive" are what they are referring to as the ongoing legal matter. They are saying the ongoing legal matter, with the conflicting audit evidence, is material and pervasive to the financial statements of PDT. Meaning it affects multiple accounts, and it is so material to the statements that they have to issue the disclaimer of opinion. The "material and pervasive" language is what the professional standards guide them to use when we are in the position to determine what type of opinion they are going to issue. If it is determined to be material and pervasive to the financial statements, then they are guided to issue a disclaimer on the opinion.

Ms. Newton inquired, if despite the dispute, they received all of the financial information they would have expected to receive, so that you could evaluate the PDT financially.

Ms. Cox stated there was no financial information, or data, they asked for that they were not provided with. It was the revenue recognition, if you will, that was the difference of opinion. PDT held that they were allowed to bill these amounts; therefore, recorded them as revenue. But, then the County came back and said, "No, this is not revenue. We are not going to pay this." That difference of audit documentation is the problem. It was not that they did not give them the data.

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Ms. Newton stated we are required to audit the PDT annually, and we also have some auditing requirements based on the Supreme Court ruling. If we conduct an audit, and the audit has a disclaimer, but not specific findings how does that relate to the obligations that we have from an audit perspective.

Mr. Smith stated your ordinance requires that anybody that is receiving these funds must provide the County with an annual audit to show how the funds were being expended. In this instance, he does not know that this occurred. The County, through Cherry Bekaert, engaged them to do an audit, so there was not an independent audit given to us, pursuant to the ordinance, by the PDT. That is an issue, in terms of compliance, with the ordinance that required that.

Mr. Jackson inquired, if every time management is mentioned, throughout the document, they are referring to the PDT, or at any time are they referring to the County.

Ms. Cox stated, in the conduct of their audit, they are referring to the management of the legal entity of Richland PDT.

Mr. Jackson stated, in some instances, they refer to the PDT as the vendor, and other times PDT is referred to as the management.

Ms. Cox stated the legal entity PDT is a joint venture with 3 partners. Each of those entities has a partnership represented that is governed by their operating agreement. Those 3 partners also have contracts with the PDT, so they are vendors and partners of the PDT. When they say management, they mean management of the PDT, but sometimes those are the same people.

Mr. Jackson stated, when they were talking about the change orders, were they talking about the change orders from the County or change orders that were done internally, among the 3 groups.

Ms. Cox stated the change orders PDT executed with its subcontractors.

Mr. Jackson stated the question now is whether or not the PDT were allowed, or not allowed, to do change orders among their entities once they had been given the funds from the County.

Ms. Cox stated that is correct. The change orders they looked out were not between the County and the PDT. It was the change orders between PDT and its subcontractors.

Mr. Jackson inquired, in the auditor's opinion, once the authorized payments have been given to the PDT, if a change order internally, among their group, is the same as a change order they would be making to the County entity.

Ms. Cox stated what they saw was there were change orders with PDT and its subcontractors. Some of those subcontractors were related entities, and some of those subcontractors were not related entities. The process PDT followed, for executing change orders with its subs, was the same whether or not it was with PDT itself, and its members, or with outside members.

Mr. Jackson stated, for clarification, this audit was done in 2017.

Ms. Cox stated it was done for the time period of the 12-month period ending June 30, 2017. The audit began in 2018 and was completed in February 2019. The PDT's internal financial statements are maintained on a calendar year basis, so management had to put together July 1 – December 31,

2016 and then January 1, 2017 – June 30, 2017 documentation.

Mr. Jackson inquired if they reviewed the organizational chart to determine the separation of duties, as defined in the chart presented to the County, and where the County's management and oversight was in place.

Ms. Cox stated she is not sure if it was the same organizational chart that was presented to the County. In the documentation they reviewed, they looked at names, and what that representative was for the PDT, and the name of the company, and what that representative was for that company. That is where they noted overlap. Both in title and, at times, in name.

Mr. Jackson inquired if they looked at that, in terms of those authorized signatures for approval of contracts.

Ms. Cox stated they did look at approval in the same way. They looked at the Project Manager approval, Construction Engineer approval, as well as, the approval from the County side of authorizing those disbursements. They reviewed that based on the position, and the title, corresponding to whatever entity it said it was, to ensure that the appropriate person was signing those documents.

Ms. Dickerson stated one of her concerns is the change orders. She thought if there was a request for a change order that County Council should have approved those changes. She inquired if the change orders took place between the PDT, their legal team, and whoever was paying from the County. Those 3 entities were the ones that approved those change orders, without Council members being engaged or involved in the request for change.

Ms. Cox stated she does not know what the Council was to be involved in on those change orders that were done within the PDT.

Mr. Smith stated, his understanding is, that any change orders would need to be approved by the County. His recollection is that it does not necessarily specify where in the chain that approval process may need to take place. That may be based on the dollar amount, but from what he heard them say, is that these change orders were being approved by the partners themselves of the PDT, without any 3rd party overseeing that approval.

Ms. Cox stated the documentation she saw, when they were doing the audit, was a change order between PDT and PDT's subcontractors, some of which were related to PDT, some of which were not related, in accounting terms. Those were approved by PDT directly. There was no direct sign off on that documentation by anyone from the County. The signoff from the County came when the invoice was submitted to the County for payment. The supporting documentation, which included the change orders on the pay apps was included, and they did see signoff by the County, at that point.

Ms. Myers stated she asked earlier, when the pay request came to the County, was the change order attached, and the response was, "No." It was stated that what was there was an amount. For clarification, the pay app included an amount, but not a change order.

Ms. Cox stated, what she meant by the change orders were included was, every pay app has an original contract amount, change orders to date, and then a revised contract amount. So, when she says the change orders were included, the dollar amounts of the change order were included on the

pay app.

Ms. Myers stated the reason she is being pedantic about this is that it would mean, by the time that came, the change had been made and all that is happening is paying money.

Ms. Cox stated it is correct that the change order had already been executed.

Ms. Dickerson stated monies were being paid, without the Council seeing the request. It was done without our approval, and that is funds that were not a part of the original contract. In her opinion, that is a breach.

Ms. Cox stated that the not to exceeds were not exceeded, so it may be that it was within the thresholds and dollar amounts. She does not know at point, and at what time, it should have reached the County's procurement policy to come before Council. They were not looking at it at the Council level, but the PDT level.

Mr. Malinowski stated, based on the contract, if it states where funds should be placed until they are used for payments. According to the audit report, it says, the dollars were kept in not fully insured accounts. Secondly, it indicated they purchased certificates of deposit. The way he read the report, it stated, if any penalties were incurred because they had to cash them in, prior to the maturation of them, those penalties were handed along as a cost to do business. He is assuming the County is paying the cost. He does not know why they are putting taxpayer money into CDs anyway, and it was not the County's job. Thirdly, why was the PDT allowed to earn interest on taxpayer dollars. He inquired if the interest has been credited to the County, as a payment to them, or did they take it and include it in their profits by putting it in their own accounts. Lastly, this audit is dated February 4, 2019, and he wondered why we are getting it 3 months later.

Dr. Thompson stated he just received the report last week, or the week before. It is his understanding Cherry Bekaert provided the report to Mr. Gomeau, so obviously, as he departed, it did not get to you.

Ms. Myers stated the auditors, essentially, saw a contract that said, for an amount not to exceed \$1,000. Let's assume that, at some point, some work was done and that work was a \$500 amount. Then, there were change orders that would have been approved internally, not externally, that got up to \$1,000. We could have conceivably said there is \$500 left. Mr. Livingston what can you do? Mr. Jackson what can you do? And, then she will sign it, and we will submit the total payment for \$500, plus two \$250 change orders. She inquired if that is the finding that they are saying is concerning in the books reviewed.

Ms. Cox stated that characterized what they saw.

Ms. Myers stated it could be because there was work left, or it could be because there was money left. You make no assertion, as to which one, but it got up to the top number.

Ms. Cox stated she would not say that it got up to the top number. She would say it never went above the not to exceed.

Ms. Myers stated, on p. 24 of the contract, which deals with change orders, it states, "A Change Order is a written order to the Contractor signed by the County, issued after execution of the Contract, authorizing a change in the Services or an adjustment to the Contract Price or the

schedule for a Project. The Contract Price and the schedule for a Project may be changed only by an executed Change Order. A Change Order signed by the Contractor indicates its agreement herewith, including that the adjustment in the Contract Price or the schedule contained in the Change Order is sufficient to compensate the Contractor for all Claims that Contractor may have outstanding at the time the Change Order is signed by the Contractor.” She inquired, on the strength of Section 10, which deals with change orders, would it be correct to say that a change order, not signed by the County, is improper.

Mr. Smith stated, even if we were talking about a situation where it was authorized by the Council, the language here seems to indicate that a change order is only appropriate after it has been signed by someone from the County.

Ms. Myers inquired if we conflict pay apps and change orders sometimes.

Dr. Thompson stated the team he assembled, when he became Director last year, does not conflict the two.

Ms. Myers stated, on p. 23 of the PDT contract, it states, “When any payment is withheld pursuant to this Section, the grounds for such withholding shall be provided to the Contractor. When the grounds for nonpayment are removed, payment shall be made for amounts withheld because of them, within 30 Days after the last ground for nonpayment is removed, provided all other conditions precedent to payment have been satisfied.” Then, on p. 45 of the contract, it states, “If any inspection by County, or its representatives, of Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, County may deduct said overcharge from any payments due Contractor, or, if no funds remain due to Contractor, Contractor shall, within seven (7) calendar Days of receipt of such written demand for repayment, tender the amount of such overpayment to County or otherwise resolve the demand for repayment to County’s satisfaction.” Under that section, it seems to her, that the materiality of the dispute is resolved under the contract because it is within the County’s sole discretion. The County has the ultimate right to say whether or not an amount is due and owing, and to set off that amount, or demand payment for that amount.

Mr. Smith stated, in terms of the overpayment issue, and as it relates to the current dispute, he is not certain the dispute is an overpayment issue. He thinks it is a contract interpretation matter. We paid it and said we should not have paid it, but the terms under which we said it should not have been paid, related to the interpretation of the contract vs. their interpretation of the contract, as it relates to a specific exhibit (Exhibit F) and whether it applied or not. That particular exhibit applies under certain circumstances, which had occurred at that point.

Ms. Myers stated, let’s assume the term does not apply, who gets to resolve contractual disputes. In this contract there are 4 places where contract disputes are resolved by the County. Are we not invoking that anymore? If it is here, and the reason they are demanding payment is under the contract, but also under the contract it says, “once decided by the County, these disputes are final.” Why are we at the point where we cannot get an audit because we are going back and forth over whether or not \$1.5 million causes us not to be able to get a clean audit. There is some question in her mind about the magnitude of the dispute in the scheme of things, but also parties’ rights. She stated we have pretty clear rights here, so she does not understand how we get to where we are standing, 2 years behind the audit. She would like the Legal Department to further look into the contract to see if we should be spending taxpayer money defending a suit. It seems to her that we have the right not to. She inquired if this is the only audit Cherry Bekaert had conducted on the PDT

for the County.

Ms. Cox stated the audit for the 12-month period, ending June 30, 2018, is currently in process.

Ms. Myers stated, given that we are almost at the end of the contract period, it would make sense to her, pursuant to Section 5, that within the next 7 days we make a request to have a copy or originals of all books and records, so that we are at least protecting the County's ability going forward to have a record of pay apps.

Mr. Smith stated, in terms of us evaluating the audit, and the findings in the audit, and trying to marry that with the obligations under the contract. They are still in the process of doing that. They just got this information last week. He plans to bring to Council, at some point, my recommendations, as it relates to that, and how it impacts the ongoing litigation. In terms of the records, he forwarded a letter to the PDT's attorney approximately 2 weeks ago pointing out this specific section, as it relates to their obligation to maintain those records for that purpose. In addition, he sent a letter to Administration because they are in the process of determining what County assets will be brought back into the County, as it relates to the transition. In this particular letter, he pointed out this section and noted that one of the things we need to be looking at, is the books and records.

Ms. Myers inquired, in the auditor's experience, is this audit run of the mill or unusual.

Ms. Cox stated there are a couple of things that make it unusual. The audit engagement itself because we were engaged by the County, and not PDT. It is not the typical audit engagement. As far as issuing a disclaimer of opinion, she can think of one other time, in 23 years, that she has issued a disclaimer.

Ms. Newton stated there is a statement in the where it mentions the "inherent conflict of interest due to the lack of an outside party's involvement in the approval process". She stated she interpreted that to mean, if there is a partnership between "Acme Corporation", "Beta Corporation", and "Charlie Corporation" and they together form a business, and then they subcontract with a company that is owned by "Acme Corporation" and the partnership approved change orders that were essentially being provided by the partner subsidiaries.

Ms. Cox stated that is part of what was happening. Also what was happening, if Company "A", "B", and "C" came together for the joint venture, then some of those subcontractors were with Company "A", "B" and "C" directly. Then, one of the partnership representative would approve the change orders with the subcontractors.

Mr. Livingston stated normally management may get a chance to respond or give feedback on the audit. He inquired if an opportunity was afforded the PDT.

Ms. Cox stated they do not issue the audit report without management's approval of the audit report. They also provided drafts of the audit letters, which included the findings. The only response given was to issue the reports.

Mr. Walker inquired as to what led the auditors to use the language "conscious decision".

Ms. Cox stated that language is fairly common in many letters that she issues. Many times when you have relatively small organizations they will chose not to employ someone with sufficient financial

expertise in order to fully comply with GAAP and draft a full set of financial statements with disclosures because they have decided to spend their resources elsewhere. The conscious decision is typical in a cost benefit analysis.

Mr. Walker stated a lot of the questions that are being asked are not necessarily findings that is going to turn up in a financial audit. A lot of the contractual obligations (i.e. change orders, systems, operations and things that are going on within a program) are better explored by way of a compliance audit where you would send an auditor in to look at contractual terms, and understand if those contractual terms are being followed. Are we getting what we are paying for out there in the field? In the auditor's opinion, based on what we are looking at, and as we try to make determinations on how to be the best fiduciary for the taxpayers...He stated he sees issues, and he cannot un-see them. He wants to know how he runs these to ground and determine if this program is sustainable. What he does not want to do is get to the end of this program, and there is no more joint venture, what can we do to appropriately determine if we have a program on our hands that is in the best interest of the taxpayers.

Ms. Cox stated many of the questions that have been brought up are legal and contractual interpretation. She believes, at that particular juncture, a financial statement audit is not going to answer those questions. A compliance audit takes on a lot of different contexts. Generally, a compliance audit, in this particular circumstance, might look like a performance audit, which looks into the performance of the contractor, in conjunction with the terms of the contract.

Ms. Myers requested Ms. Cox elaborate on what a performance audit is.

Ms. Cox stated, when you say the words "compliance audit" you have to define what standards you are complying with. If you are talking about a particular contract, the more specific wording and language for compliance, with a particular contract, under professional standards, would be called a performance audit.

Ms. Myers stated, for clarification, that would have been more appropriate, under these circumstances, to have asked for the performance audit.

Ms. Cox stated you could have requested the performance audit in addition to the financial audit. She stated, it was mentioned, the County has a requirement, in the contract, to maintain books and records in accordance with GAAP. The only way you can get that assurance is with an audit opinion.

Ms. Myers inquired, if a performance audit would quantify the value of the change orders that were approved by, and performed by essentially the same party.

Ms. Cox stated there is another set of audits called agreed upon procedures. The agreed upon procedures engagement, which follow the same standards that the financial statement audit would follow, is where you could go in and specifically define what you want to know. An agreed upon procedure engagement is an assurance engagement that you could lay out exactly what you want to know. A performance audit is going to be for the entire contract, which will involve a lot of legal interpretation.

Ms. Myers inquired if it would subsume agreed upon procedures.

Ms. Cox stated agreed upon procedures would give you the most specific direction as to what you are looking for.

Ms. Myers inquired if the agreed upon procedures audit is what the auditors would recommend.

Ms. Cox stated, based on the questions she heard tonight, an agreed upon procedures audit would give you very specific information.

Ms. Dickerson inquired, if we retained the services of an attorney, to be housed in the County Attorney's office, to assist the County specifically with this.

Mr. Smith stated they hired an attorney to assist us with various things related to the PDT. A lot of it initially had to do with FOIA requests that we were getting. During that process, we determined some things related to the contract itself, which led us into the litigation that we are currently engaged in. At that point and time, we were also being sue by DOR and the attorney came from DOR, so we felt her knowledge would assist us in that regard.

Ms. Dickerson inquired if the Legal Department will be able to get answers to some of Council's questions, and how would the answers be provided to the Council members.

Mr. Smith stated he thinks that some of the questions that were raised have been addressed. As he said earlier, they are still in the process of looking at the audit, the contract, and the current pending matter to determine how we need to proceed. The information will be brought back to Council.

Mr. Jackson inquired about the period of the audit.

Ms. Cox stated the audit was for the period of July 1, 2016 – June 30, 2017.

Mr. Jackson inquired, for clarification, that nothing was included in the audit prior to 2016.

Ms. Cox responded in the affirmative.

Mr. Jackson stated, based upon a decision by Council members that pre-date him and several of his colleagues, that whatever procedures were agreed upon, and whatever contract was agreed upon when this was created, is now left up to new members to figure out what they all agreed upon. The logic behind trying to now recreate, without information in writing, that is not available now would make your job a little difficult without concrete evidence. How do you approach that?

Ms. Cox stated she would not expect a different result than where we are today.

Ms. McBride stated she was struck by one of the auditor's answers regarding nepotism with the partners. She stated that is a procedural issue, and she does not know if that would be wrong or not because it was according to how the contract was written, and the procedures within that contract. She does not want anyone to think that something illegal was done with these contracts, and how the hiring took place. There is so much background information that we do not have, and how this whole process started. Fortunately, we are in a position where the contract will be coming to an end soon, and we can start anew with what we have left to do.

Ms. Myers stated that all of her questions are based on the existing contract. There is a document that guides everything they are supposed to be doing, and how we are supposed to pay them. She believes looking at whether or not the procedures, in the guiding document, were followed is critical.

Ms. Dickerson noted that the contract with the PDT has never been amended since its inception.

Mr. Walker stated he thinks action needs to be taken, as a result of this, and he would like to understand from a timing perspective, when we can expect Mr. Smith's recommendation.

Mr. Smith stated the timeline he envisioned was to allow the auditor to provide their report, and allow Council to ask questions, so that he could get a better idea of Council's concerns. He spoke with the auditors earlier and told them that he would be coming back to them to address the questions raised. They have agreed to have a telephone conference with the interested parties. He wants to make sure that when we look at this we do not lose sight of some other things that are going on that this report may impact.

Ms. McBride stated she believes all Council members want to understand what happened and how to proceed so they will not make the same mistakes.

Mr. Malinowski stated he heard conflicting things from Mr. Smith. Initially, he stated he was hoping to get something done by next Wednesday, but then at the end he requested the time to get it done. The next Council meeting will be June 4th, so he hopes we can get a report by then.

Mr. Smith stated Council will get a report by June 4th.

12. **REPORT OF THE CLERK OF COUNCIL** – Ms. Roberts reminded Council of the upcoming budget meetings.

a. **Upcoming Budget Meetings:** -- Ms. Roberts reminded Council of the upcoming budget meetings.

1. May 23 – 2nd Reading of Biennium Budget (FY20 and FY21), 6:00 PM, Council Chambers
2. May 30 – Budget Public Hearing (FY20)
3. June 6 – 3rd Reading of Biennium Budget (FY20)

Mr. Malinowski stated, due to circumstances we were advised about previously, the public hearing had to be backed up. Therefore, we had to back up the 3rd Reading of the Biennium Budget for FY20. Normally, when we need to change meetings Council members are asked to provide dates, and we were not on this one. He stated he conveyed to the Chair that he had plans to be out of town at that particular time. He inquired why a date was just chosen, without input from Council members, and if 3rd Reading could be moved to the next week.

Ms. Roberts stated, if she is not mistaken, at the last budget meeting, these dates were discussed and Council agreed on these dates.

Mr. Manning stated that is his memory as well.

Mr. Manning inquired as to when the meeting invite was forwarded to Council.

Ms. Roberts stated she believes the invite was sent on May 10th.

Mr. Manning moved, seconded by Ms. Dickerson, to reschedule 3rd Reading of Biennium Budget (FY20) to June 10th at 6:00 PM.

In Favor: Terracio, Malinowski, Newton, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Jackson, Myers, Kennedy and Walker

The vote in favor was unanimous.

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

In Favor: Myers,

Opposed: Terracio, Malinowski, Newton, Manning, Dickerson, Livingston and McBride

- b. Public Works Week BBQ, May 22, 12:00 Noon, Public Works Complex, 400 Powell Road – Ms. Roberts reminded Council of the upcoming Public Works Week BBQ on May 22nd at Noon.
- c. Richland Soil and Water Conservation District’s “Conservation Cookout”, May 22, 6:00 PM, American Legion, 200 Pickens Street – Ms. Roberts reminded Council of the upcoming Richland Soil and Water Conservation District’s cookout on May 22nd at 6:00 PM.
- d. Committee Meetings – May 23 – Ms. Roberts reminded Council that the May committee meetings will be held on May 23rd due to the Memorial Day holiday.
 1. Development and Services Committee – 5:00 PM
 2. Administration and Finance Committee – 6:00 PM
- e. Community Relations Council’s 55th Anniversary Luncheon and Awards, June 12, 12:00 Noon, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts informed Council of the upcoming Community Relations Council’s Luncheon and Awards on June 12th at Noon.

13. **REPORT OF THE CHAIR**

- a. COMET Operating/Capital Budget – Mr. Andoh stated, under the SC Code of Laws, Chapter 25 for Regional Transportation Authority Law, the COMET is supposed to get approval of their operating and capital budget before the Board of Directors can adopt the budget. He presented a brief PowerPoint with an overall of the organization and the operating and capital budget.

Ms. Newton inquired, for clarification, that the current route lines have been in place for 127 years, and there is an opportunity to reevaluate the bus system to make sure that we are going the right places and structuring the route service the proper way. What does that process look like, in terms of making that determination, and when, if at all, might it have budget implications?

Mr. Andoh stated the project will be revenue neutral. They are going to engage the stakeholders, member agencies, passengers and people that have never ridden the COMET to give feedback. There will be extensive community workshops, so that people can assist design and reimagine the new system. They are also going to gather data on what people are doing with the transit system.

Mr. Malinowski requested that the Board member listing include the municipality they represent and whether or not they are voting members. He also inquired about the makeup of the \$15 million reflected in the budget.

Mr. Andoh stated it is a summary of the contractor fixed route, the contractor DART, the reserve for service enhancements, and the Federal expense transit operations. It is difficult to break it out

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because of the way the contract is structured. They pay the contractor on a revenue vehicle service hour basis, and they break out how much goes to their administration, drivers, maintenance, and parts.

Mr. Andoh noted that he believes the system is going to be getting to a plateau with our present ridership, based on the current system design. The system is not attracting “choice” riders because it takes 3 hours to get from one point of the service area to another point of the service area, and that is not attractive. In order for us to change that trend, they need to either invest in other technology (i.e. Uber, Lyft, van pool program) or redesign it to make a system for all, and not just those that are transit dependent.

Mr. Jackson inquired, if there is not a new Penny, what will happen?

Mr. Andoh stated the short range transit plan is going to have a special chapter that talks about what the COMET system looks like without a sales tax, which would require significant service reductions. In addition, they plan to go back to the jurisdictions to see if the County and City would be willing to make a limited General Fund commitment. A lot of the systems, especially the systems he has managed in the past, generally go to the member agencies annually.

Mr. Jackson stated he would encourage Mr. Andoh to begin that. He stated he would support the efforts in trying to find an alternative way to subsidize and fund this effort.

Mr. Manning stated, stated for clarification, the Penny has been in existence for 7 years, and you are looking at the portion of that for Mass Transit to run out in 2028.

Mr. Andoh stated that is correct, and with the reserves they should be able to make it to 2029.

Mr. Manning stated, if he recalls, the Penny was going to be for 22 years or until the \$1.1 billion came in. Tracking those years is going to be important because it is easy to talk about having another vote for the Penny, but if this one has not run out that could put us in an interesting position because it would not be extending the Penny. It would be, for some period of time, adding another Penny until the other Penny quit.

Mr. Andoh stated that is why they are starting the education process early and making sure the community sees value in the transit system now. If we do not start now, we could have a situation like when the SCANA money ran out.

Mr. Malinowski stated, he thought, the COMET got the same amount each year, so they were guaranteed that amount for the 22 years.

Dr. Thompson responded in the affirmative.

Mr. Malinowski inquired if a survey had been done on the percentage of Richland residents that ride the transit system.

Mr. Andoh stated the last time a survey was done was 2009, at the request of County Council. He does not have those numbers, but can provide them to Council. He stated the study they are getting ready to undertake will do that.

Mr. Malinowski requested a copy of the proposed new routes.

Mr. Andoh stated they 9 months to a year away from doing that. His intent would be to have the consultants go to every member agency and seek feedback.

Ms. Dickerson stated this was a City bus. It was very different, and the routes were different. Since the Penny, the routes have had to be redesigned. Now we look at it as a regional transportation system, so the dynamics has changed significantly.

Mr. Andoh stated out of 41 routes, 12.19 routes operate in the unincorporated Richland County, which equates to 29.73% of their service; 22.75 routes operate in the City limits, which equates to 55.48% of their service.

Ms. McBride requested the location for the shelters.

Mr. Andoh stated there are approximately 65 shelters throughout the service area. There are also permitting an additional 40 shelters, and they have an engineer that is aggressively trying to survey all 1,430 bus stops to determine where we can best put bus shelters.

Ms. McBride inquired about the process for selecting shelter locations.

Mr. Andoh responded, public right-of-way access, ridership of at least 50 boardings or more a day, and trip generators (i.e. County Administration, hospitals).

- b. Lower Richland Sewer Agreement with the City of Columbia (Purchase Option) – This item was taken up in Executive Session.
- c. Administrator Search Update – This item was taken up in Executive Session

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Kemira Chemicals, Inc., under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – No one signed up to speak.
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and Eastover Solar LLC, a company previously identified as Project ES, to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. 19-012MA, Roger Winn, HI to GC (5.88 Acres), 8911 Farrow Road, TMS # R17200-03-06 [THIRD READING]

Mr. Manning moved, seconded by Mr. Jackson, to approve all of the items on the agenda, up to

Executive Session.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to follow the agenda.

In Favor: Terracio, Malinowski, Newton, Myers, Walker, Dickerson, Livingston and McBride

Opposed: Jackson, Kennedy and Manning

The vote was in favor of the substitute motion.

Mr. Walker moved, seconded by Ms. Dickerson, to approve the consent item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

16. **THIRD READING ITEMS**

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Kemira Chemicals, Inc., under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – Mr. Jackson moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson and Livingston

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and Eastover Solar LLC, a company previously identified as Project ES, to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters – Ms. Dickerson moved, seconded by Mr. Jackson, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Walker, Dickerson and Livingston

Present but Not Voting: Myers, Kennedy and Manning

The vote in favor was unanimous.

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

- a. Total Rewards Implementation – Ms. Dickerson stated the committee forwarded the item to Council without a recommendation.

Mr. Hanna stated the recommendation is to accept the study; endorse the County working toward becoming an Employer of Choice, which includes a Total Rewards focus, authorize the County Administrator and Director of Human Resources to follow-up with employees and departments on the findings in the employee engagement responses; and authorize the Director of Human Resources to work with the consultant on the multi-year plan. As it relates to funding, there are basically 3 points. One, was the 2% pay increase, which Council approved and implemented in January 2019. The 2nd step, as it relates to funding, they propose to approve the new pay grades, and bring employees up to the minimum of those pay grades. That equates to about \$1.4 million, and funding is available in the budget. The next step would be bringing employees up to a more competitive pay structure, based on the study. The cost of that is approximately \$10 million. Mr. Hayes said there would be \$1 million available in 2020 to begin implementation of this phase.

Ms. Newton stated part of the committee’s recommendation was that HR was going to provide an implementation schedule. She inquired if that is something that is going to be developed, or is HR proposing that the \$10 million be approved in FY19.

Mr. Hanna stated, on p. 252 of the agenda, there is Phase I, Phase II, Phase III and Phase IV listed. In August 2019, they would implement the \$1.4 million, with the assistance of the Finance Department. The next phase would be the \$1 million investment in January 2020. The future phases would be subject to funding being approved by the Council in the budget in subsequent fiscal years.

Ms. Newton inquired, for clarification, if the proposal in the timeline that it all be completed by FY2021, or just that we begin disbursing funds to implement the plan in 2021.

Mr. Hanna stated it would be well received by employees if we could implement it in FY2021. Being realistic, he does not think that is going to be the case.

Ms. Myers stated she has been in favor of this since the beginning, but she has also been asking for a more detailed implementation timeline. She would like to know what the timelines and what amounts of money we are planning to inject into it at each of those dates. Secondly, she inquired, if the numbers, in the agenda packet on p. 166, will bring the Public Defender’s Office up to parity with Solicitor’s Office. She stated, if we have lawyers coming into the Solicitor’s Office, and the Public Defender’s Office on equally footing, then they should be paid equal money. We should not be paying more to prosecute people than to defend them. She inquired if the Total Rewards survey has come back and included the Legal Department and the County Attorney.

Mr. Hanna stated the Total Rewards study does include the Legal Department and the County Attorney, but he will have to get back with Ms. Myers regarding the Public Defender’s Office.

Ms. Myers stated, for clarification, once the study is implemented, EMS, Detention Center, and all of the other frontline critical care employees will be up to parity with their counterparts.

Mr. Hanna stated once the study is completely implemented the answer to the question is “yes”.

Ms. Myers stated the reason she has consistently requested a clear implementation schedule was so

Council could decide if they wanted to be more aggressive and phase it in earlier, or if they wanted to move money from other places and get it done. Without the information it is hard for her to advocate to get that, and talk with her colleagues to see if we can do it in a shorter period of time.

Mr. Hanna stated they need approximately \$11.4 million to completely implement the study. In talking with Mr. Hayes, as it relates to the current available budget, we have the \$1.4 million to bring the employees up to the minimum and another \$1 million that would be available in January 2020.

Ms. Myers stated Mr. Hayes gave them a listing last week of a lot of different funds where there was money. If you would be a little bit more aggressive, there might be people on Council that would be willing to get the salaries where they need to be.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item to the June 4th Council meeting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson and McBride

Opposed: Livingston

Present but Not Voting: Kennedy and Manning

The vote was in favor.

18. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to North Main Senior, LLC; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated he does not recall that we usually approve credit agreements that is being located within a municipality.

Mr. Ruble stated, as you may recall in years past, affordable housing projects were not taxed. The Federal law changed requiring that the entities had to be for profit, in order to take advantage of Federal credits. In doing that, the Federal law put many of these developers in a quandary. If they became for profit to receive these credits, they also became obligated to pay County taxes, which made the deals undoable. They are trying to do a work around at the General Assembly, but they have not got that accomplished. In the meantime, they have come to us and said, "You were not getting these taxes in the past anymore. Would you be willing to do a tax credit, in order to help us achieve our goals?" And the response from the Economic Development Committee, was yes, we think affordable housing is important.

Mr. Malinowski inquired why they get 60 days to pay their administrative fees.

Mr. Ruble stated the question of administrative fees came up in the Economic Development Committee, and the committee asked for, received and reviewed the pro forma.

Ms. Terracio inquired if the project was already under construction.

Mr. Ruble stated he believes the groundbreaking is scheduled soon.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson and Livingston

Present but Not Voting: Kennedy, Manning and McBride

The motion for reconsideration failed.

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

I. NOTIFICATION OF VACANCIES

- a. Accommodations Tax – Three (3) Vacancies (2 applicants must have a background in the lodging industry and 1 applicant must have a background in the cultural industry)
- b. Hospitality Tax – Three (3) Vacancies (2 applicants must be from the Restaurant Industry)
- c. Employee Grievance Committee – Six (6) Vacancies (Must be a Richland County employee; 2 seats are alternates)
- d. Board of Assessment Appeals – Three (3) Vacancies
- e. Board of Zoning Appeals – Four (4) Vacancies
- f. Building Codes Board of Appeals – Four (4) Vacancies (1 applicant must be from the Architecture Industry; 1 from the Gas Industry; 1 from the Building Industry; and 1 from the Fire Industry as alternates)
- g. Procurement Review Panel – Two (2) Vacancies (1 applicant must be from the public procurement arena and 1 applicant must be from the consumer industry)
- h. Planning Commission – Four (4) Vacancies
- i. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
- j. Community Relations Council – Two (2) Vacancies
- k. Library Board – Four (4) Vacancies

- l. Township Auditorium Board – Two (2) Vacancies
- m. Richland Memorial Hospital Board – Two (2) Vacancies
- n. Midlands Workforce Development Board – One (1) Vacancy (Education seat; must represent education sector.
- o. Airport Commission – One (1) Vacancy

Ms. Newton stated the committee recommended to advertise for the vacancies.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Terracio and Manning

The vote in favor was unanimous.

20. **OTHER ITEMS**

- a. FY19 – District 4 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Newton, to approve this item.

Ms. Myers requested Ms. Dickerson amend the motion to include the H-Tax allocation requests for District 11 and District 10, which are on the “Additional Motions List”.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The motion for reconsideration failed.

- b. FY19 – District 7 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Newton, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The motion for reconsideration failed.

- c. FY19 – District 11 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Newton, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The motion for reconsideration failed.

- d. FY19 – District 10 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Newton, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The motion for reconsideration failed.

- e. Design of Southeast Water System Expansion Project (Phase I) – Mr. Khan stated they are

requesting, at this point, is to allow us to utilize the available funding in the Southeast Wastewater Project, and do the Southeast Water Project design and engineering, in conjunction with the wastewater project. Several months back, we had a presentation regarding water accessibility and feasibility to several parts of Richland County. This is one of the areas that was recommended, and blessed during that meeting. If acceptable to you, they could do the design and engineering of 2 projects in the same corridor and save some costs.

Mr. Malinowski inquired as to who came up with this idea originally, staff or Ms. Myers.

Mr. Khan stated it was a project that was identified by staff.

Mr. Malinowski stated under recommended action there is an amount of \$270,000. He inquired if that is the total cost, or will there be a request for additional funds.

Mr. Khan stated for the design and engineer of the project, as shown is the briefing document, that will be the total cost. If there are changes going forward, there will be a need for additional funding.

Ms. Myers stated this is not a pet project that she brought forward. This was the water project that we approved last year, but we did not approve the money to go with it. Because the engineering company is already out in the field doing the engineering for the Southeast wastewater, Mr. Khan suggested rather than sending them back out separately, to let them do both of them at the same time.

Mr. Khan stated we are saving as much as we are spending on this project.

Mr. Livingston inquired if we are appropriating funds from the 2020 budget.

Mr. Khan stated they have an existing contract that has an amount of \$270,000 available, which will not be utilized until Quarter 1 of 2020. In the near future, they will be bringing a CIP in front of you which will include the services for both of those projects. The design for both projects will be done at the same time. For construction engineering services there will be additional amounts needed, which will be presented to you as part of the CIP. If approved, they will go forward with the construction stage. Essentially, they are taking money out and reallocating it temporarily and will replenish it in the 2020 budget.

Ms. Myers stated the urgency of the request is that they are already out in the field doing the engineering now, and if we wait it will be \$400,000.

Mr. Hayes stated, for clarification, funds are currently in the CIP fund. Mr. Khan is saying they are going to reallocate funding that set aside totally for sewer, and use a portion of it for water. Then, when the budget is approved for FY20 to replenish those funds.

Ms. Myers moved, seconded by Mr. Malinowski, to approve staff's recommendation.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

21. **EXECUTIVE SESSION** – Ms. Myers moved, seconded by Ms. Dickerson, to go into Executive Session.

In Favor: Terracio, Malinowski, Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Manning

Present but Not Voting: Manning

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 10:00 PM and came out at approximately 10:56 PM

Mr. Walker moved, seconded by Mr. Jackson, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson and Livingston

Present but Not Voting: McBride

The vote in favor was unanimous.

- a. Lower Richland Sewer Agreement with the City of Columbia (Purchase Option) – Ms. Myers moved, seconded by Ms. Terracio, to direct staff to proceed as discussed in Executive Session, and bring back information for the June 4th Council meeting.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Malinowski

The vote in favor was unanimous.

- b. Administrator Search Update – Ms. McBride moved, seconded by Ms. Dickerson, to begin discussion with the candidate regarding the negotiations for the contract.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

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22. **MOTION PERIOD**

- a. Resolution Honoring John Bryant Lint for earning the rank of Eagle Scout on April 2, 2019
[MALINOWSKI] – Mr. Manning moved, seconded by Mr. Malinowski, to adopt the resolution for John Bryant Lint.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Jackson

The vote in favor was unanimous.

23. **ADJOURN** – The meeting adjourned at approximately 10:58 PM.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050


Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Jennifer Wladischkin, Procurement Manager

Department: Finance - Procurement Division

Date Prepared: November 22, 2019

Meeting Date: December 17, 2019

Legal Review	Elizabeth McLean via email	Date:	November 27, 2019
Budget Review	James Hayes via email	Date:	December 04, 019
Finance Review	Stacey Hamm via email	Date:	December 04, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	SE Sewer and Water Project award of Division 1 & 2		

Recommended Action:

Staff recommends that the County Council approves the awarding of construction of Division I and II of the SE Sewer and Water Project to Tom Brigman Contractors, contingent on the appropriation of bond funds.

Motion Requested:

Move to approve staff's recommendations as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

The funding will be provided through Utilities System Revenue Bonds not to exceed \$35,000,000. The County Council approved Third Reading of the bond ordinance at its December 3, 2019 meeting.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The project is necessary to provide access to public sewer service to existing residences, small businesses, government offices and churches in the southeast area of Richland County which do not currently have access to a public sewer system. Additionally, the project will provide access to public sewer service of up to five (5) existing private wastewater treatment facilities to connect to the system and eliminate their current discharges. Consequently, it will also re-direct existing wastewater flow from the residents, schools, and businesses in the vicinity of Garners Ferry Road (US Highway 378) to the County system per Intergovernmental Agreement signed on September 23, 2019 instead of flowing to the City of Columbia.

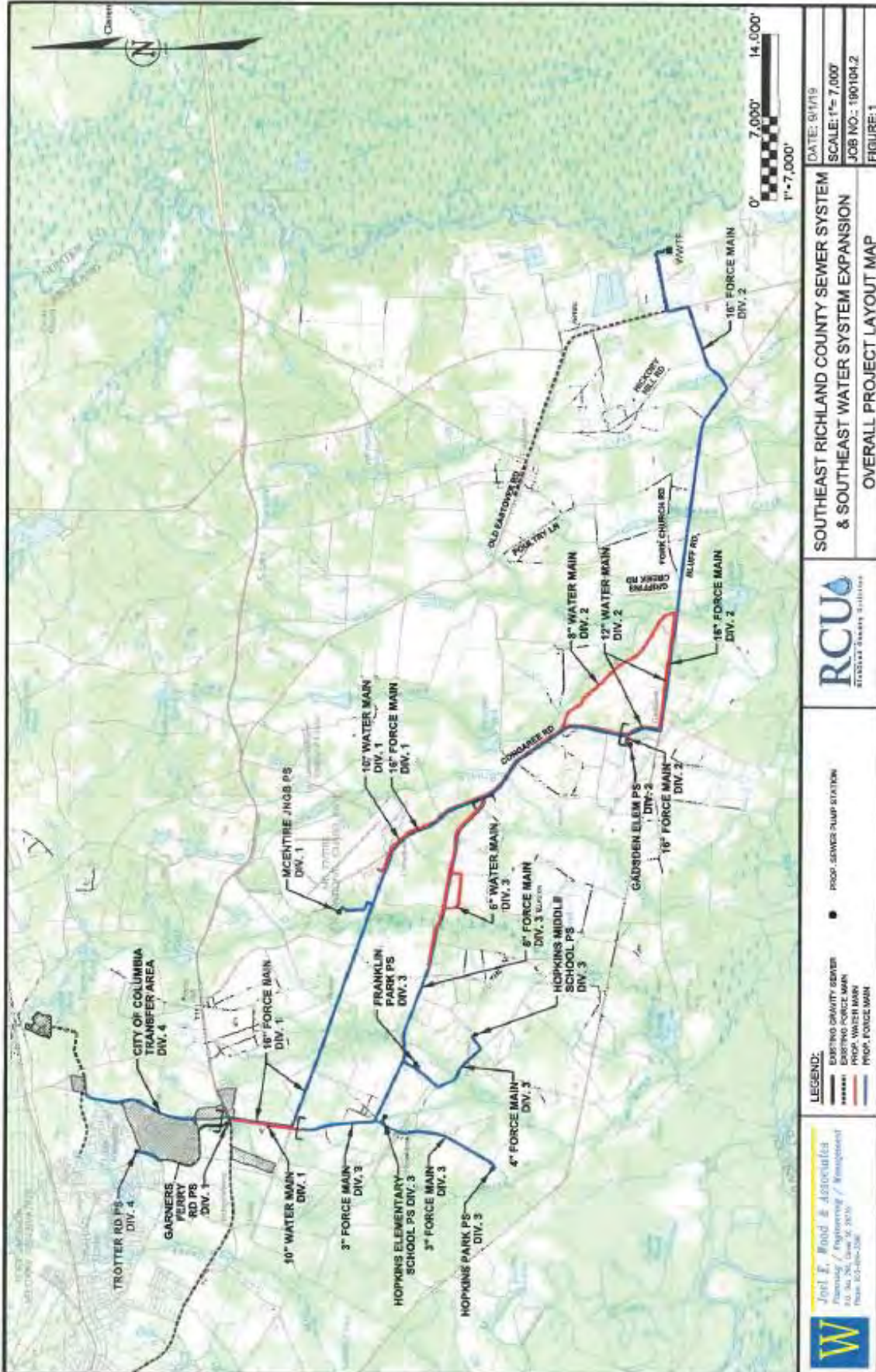
Procurement issued a solicitation for bids for construction on October 11, 2019. A mandatory pre-bid was held on October 22 at the Decker Center which was attended by over 30 prime contractors and subcontractors. The bid was divided into four divisions, to be awarded individually. Seven contractors submitted bids which were opened on November 13, 2019. There were three (3) bids for Division I, four (4) bids for Division II, one (1) bid for Division III and one (1) bid for Division IV. Attached is the breakdown of the bid tabulation by division.

The estimated total construction cost for Division 1 & 2 was \$18,315,000. The lowest bids we have received were from Tom Brigman Contractors with total construction cost of \$14,980,962.05.

The estimate for construction of Division 3 was \$6,042,000.00. The only bid received for Division 3 was \$9,996,337.00. The estimate for construction of Division 4 was \$1,965,000.00, and the only bid received for Division IV was \$3,962,372.00. Staff recommends no award for Divisions III and IV and will reissue a Request for Bid for those two Divisions.

Attachments:

1. SE Sewer & Water Map
2. Bid Tabulation by Division
3. Engineer's Recommendation



DATE: 9/1/19
 SCALE: 1" = 7,000'
 JOB NO.: 190104.2
 FIGURE: 1

**SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
 & SOUTHEAST WATER SYSTEM EXPANSION**
 OVERALL PROJECT LAYOUT MAP



- LEGEND:**
- EXISTING GRAVITY SEWER
 - EXISTING FORCE MAIN
 - PROP. WATER MAIN
 - PROP. FORCE MAIN
 - PROP. SEWER PUMP STATION

W **Jeil E. Bond & Associates**
 Planning / Engineering / Management
 P.O. Box 28, New York, NY 10020
 Phone: 609-426-2200

Solicitation/Quote Number: RC-254-B-2020	Date Issued: 10/11/19	Due Date: 11/13/19 Time Due: 2:00PM EST	PAGE_1__ OF2____
Department: Utilities	Requisition#	Buyer: Jennifer Wladischkin	Number of Addendum(s) Issued: 2
Representative:	Purchase Order Number:	Bid Bond % 5	Apparent Low Bidder:

Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: Tom Brigman Const	Vendor: CBG	Vendor: McClam	Vendor: DS Utilities
1	Division 1			\$8,124,000.99 No discount	No bid	No bid	\$8,930,794.80 No discount
2	Division 2			\$6,856,961.06 No discount	\$8,274,676.25 No discount	\$7,515,460.88 No discount	No bid
3	Division 3			No bid	No bid	No bid	No bid
4	Division 4			No bid	No bid	No bid	No bid
	TOTAL			\$14,980,962.05	\$8,274,676.25	\$7,515,460.88	\$8,930,794.80
Name & Title of Certifying Official: Jennifer Wladischkin				Name & Title of Assistant:			
Signature				Signature			
Date 11/13/2019				Date			

Solicitation/Quote Number: RC-254-B-2020	Date Issued: 10/11/19	Due Date: 11/13/19 Time Due: 2:00PM EST	PAGE <u>2</u> OF <u>2</u>
Department: Utilities	Requisition#	Buyer: Jennifer Wladischkin	Number of Addendum(s) Issued: 2
Representative:	Purchase Order Number:	Bid Bond % 5	Apparent Low Bidder:

Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: Stutts & Williams	Vendor: TCO Construction	Vendor: Legacy*	Vendor:
1	Division 1			\$11,166,245.00 No discount	No bid	No bid	
2	Division 2			No bid	\$7,638,991.52 No discount	\$8,166,393.00 No discount	
3	Division 3			\$9,996,377.00 No discount	No bid	No bid	
4	Division 4			\$3,962,372.00 No discount	No bid	No bid	
	TOTAL			\$25,124,994.00	\$7,638,991.52	\$8,166,393.00	
Name & Title of Certifying Official: Jennifer Wladischkin				Name & Title of Assistant:			
Signature				Signature			
Date 11/13/2019				Date			

*Legacy flagged as non-responsive, did not complete all sections of the bid. Due to Legacy being the third lowest bid no further determination will be forthcoming unless the lowest then the second lowest bidders fail to go to contract.



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

November 19, 2019

Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

Tel.: (803) 684-3390
Fax.: (803) 628-2891

Ms. Jennifer Wladischkin, CPPM
Procurement Manager
Richland County Government
2020 Hampton Street, Suite 3064
Columbia, SC 29204

**REF: RECOMMENDATION TO AWARD CONTRACT
BID ID # RC-254-B-2020
RICHLAND COUNTY SOUTHEAST SEWER AND WATER PROJECT**

Dear Ms. Wladischkin:

Kings Mountain, NC

104 N. Dilling St.
Kings Mountain, NC
28086

P.O. Box 296
Clover, SC 29710

Tel.: (704) 739-2565
Fax.: (704) 739-2565

On November 13, 2019 Richland County Procurement received Bids for the above referenced project. We were provided a copy of the "Bid Tabulation" by the Procurement Office for our review.

After completing my review and checking of the Bids, I recommend that the County make an award of Division 1 and Division 2 for the above referenced project to Tom Brigman Contractors, Inc. for \$8,124,000.99 (Division 1) and \$6,856,961.06 (Division 2) for a total of \$14,980,962.05 for both Divisions. The total for both Divisions is below the "Engineer's Estimate" for the two Divisions. The recommendation to award is contingent upon availability of funds for the project.

Should you have any questions or need any additional information, please feel free to contact me.

Sincerely,

JOEL E. WOOD & ASSOCIATES, P. L. L. C.

Joel E. Wood, P.E., Managing Partner

Attch.
CC. RCU



Richland County Council

SPECIAL CALLED MEETING

December 17, 2019 – Immediately Following Zoning Public Hearing
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Calvin “Chip” Jackson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton and Allison Terracio

OTHERS PRESENT: Michelle Onley, Kim Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, Geo Price, Allison Steele, Brad Farrar, James Hayes, Stacey Hamm, Judy Carter, Jeff Ruble, Tariq Hussain, Chris Eversmann, Beverly Harris, Clayton Voignier, Leonardo Brown, Larry Smith, Sandra Haynes, Denise Teasdell and Dwight Hanna

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:20 PM.
2. **APPROVAL OF THE MINUTES**
 - a. **Special Called Meeting: December 10, 2019** – Ms. McBride moved, seconded by Mr. Manning, to approve the minutes as distributed.

Mr. Malinowski stated, at the end of the meeting on December 10th, the meeting had adjourned and the Administrator indicated there was an item that needed to be reconsidered. Therefore, we reconvened the meeting and reconsidered Item 17(b) “Authorizing the issuance and sale of not to exceed \$175,000,000 General Obligation Bond Anticipation Notes, Series 2020, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; providing for the payment of the notes and the disposition proceeds thereof; and other matters relating thereto”, but it is not reflected in the minutes. He understands the reason it is not reflected is that all of the recording equipment had been turned off; therefore, there is not an audio/video record of the vote(s). He requested the action(s) be added to the minutes prior to the minutes being posted online.

Ms. Myers responded that Mr. Malinowski was correct and that she simply took a voice vote on reconvening the meeting, reconsideration of the item, and adjournment of the meeting.

Ms. Terracio inquired if the votes were unanimous.

Mr. Malinowski responded the votes were not unanimous.

Ms. McBride moved, seconded by Mr. Manning, to approve the minutes as amended.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski and Manning

The vote was in favor.

3. **ADOPTION OF THE AGENDA** – Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Mr. Malinowski stated we have transferred the entire D&S and A&F agendas to the Special Called Meeting agenda for action. Normally, we have a week, at least, to be able to review what took place at the committee meeting(s). Some people are not even on one or the other committee, and may not have been at the meeting to hear the discussion, and get pertinent information to cast a vote. It seems to him, if these are not time sensitive matters, he does not know why we are rushing to put them on the Council agenda.

Mr. Brown stated during the A&F Committee meeting there were two (2) items that were added to the “Items for Action”; therefore, they need to be added to the Council agenda for action, as well. Those items are as follows:

- a. Approval of Award for Engineering Services – Kneece Road Sidewalk Design
- b. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design

Mr. Manning stated, for clarification, these items were published as items not for action. Then, they were moved to action, in the committee, and now they are being added to the Council agenda. He stated he wanted to echo Mr. Malinowski’s concerns about the other items. He feels like if an item was published for action, and he was not on the committee, but he had an interest in knowing what was going on, particularly when the agenda that was published for tonight’s meeting did not have it. For the record, when he reads the agenda, he can tell whether the item is for action or not.

Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski and Manning

The vote was in favor.

4. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Richland County vs. SC Dept. of Revenue

5. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

6. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

7. **REPORT OF THE CHAIR** – No report was given.

8. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. Approval to Develop and Advertise CTC Funded Projects – Ms. Terracio stated the committee recommended to direct County staff to proceed with project development, staff design and advertisement for construction of the repair and resurfacing projects of the roads/intersections named herein using the “C” Funds previously approved by the CTC.

Special Called Meeting
December 17, 2019

Mr. Malinowski noted on p. 29 of the agenda Riverwalk Subdivision is listed as District 1, when it is actually in District 2.

Mr. Manning stated that Mr. Malinowski had brought this to the committee's attention, prior to them taking action on the item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Dickerson, Livingston and McBride

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. County Sidewalk Program – This item was held in committee.
- c. I move that Richland County undertake a study regarding the existence/prevalence of PFAS groundwater and soil throughout the County. If desired, the County should coordinate with all municipalities within its boundaries to derive a comprehensive study on these harmful chemicals, and if necessary or warranted, a plan for corporate remediation [MYERS] – This item was held in committee.

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

- a. Memorandum of Understanding – COMET – Mapping Services – Ms. Dickerson stated the committee recommended to approve the MOU, to correct the name of the entity from COMET to CMRTA/COMET, and include the CMRTA/COMET address on the last page of the MOU.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Approval of Award of Community Housing Development Organization (CHDO) funding – Ms. Dickerson stated the committee recommended to approve the award HOME funds in the amount of \$528,144.00 to Community Assistance Provider for the construction of a four unit townhouse in the New Castle/Trenholm Acres master plan area.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski

Present but Not Voting: Manning

The vote was in favor.

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

In Favor: Malinowski

Opposed: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- c. Approval of Award of Southeast Sewer and Water Project – Division 1 & Division 2 – Ms. Dickerson stated the committee recommended to approve the awarding of construction of Division I and II of the SE Sewer and Water Project to Tom Brigman Contractors, contingent on the appropriation of bond funds.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- d. Approval to Purchase Mobile Data Routers for Fire Vehicles – Ms. Dickerson stated the committee recommended to approve the purchase of Sierra Routers including support equipment, installation and system start-up support in the amount of \$152,626.80 from Simple Com Technologies.

Mr. Malinowski noted in the committee meeting that one of the requirements for sole source procurement states that it must be justified with information on the efforts undertaken to locate alternative suppliers. That was not presented to us; therefore, he is recommending in the future that information is included.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- e. Broad River WWTF Sequential Batch Reactor (SBR) Upgrade – Diffusers replacement – Ms. Dickerson stated the committee recommended to approve awarding replacement of diffusers in the sequential batch reactor (SBR) to Republic Contracting Corporation.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Newton and Manning

- f. Intergovernmental Agreement – Municipal Judge – Town of Blythewood – Ms. Dickerson stated the committee recommended to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Blythewood for the municipal judge.

Mr. Livingston noted there was discussion at the committee meeting about additional language being included in the IGA.

Mr. Smith stated the recommendation was to change the language to ensure that any additional compensation due to the municipal judge that the FICA and all other benefits are paid by the municipality, and not the County.

Mr. Malinowski stated, for the record there are scrivener’s errors, and he will provide the corrections to the Clerk’s Office.

In Favor: Terracio, Malinowski, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Jackson and Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson Newton, Myers, Dickerson, Livingston and McBride

Present but not Voting: Manning

The motion for reconsideration failed.

- g. Approval of Award for Engineering Services – Kneece Road Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the Kneece Road Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

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

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- h. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the and Longreen Parkway Sidewalk Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

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

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

10. **OTHER ITEMS**

- a. Polo Rd. Sidewalk Project – Ms. Steele stated originally Polo Road and Harrison Sidewalk Projects were bid together. The prices that came in were well above the cost estimates; therefore, they were rebid separately. The bids were lower, but they are still over the cost estimate, and the referendum amount. Staff has provided three options: (1) Award the contracts to the lowest bidder; (2) Rebid the projects to attempt to get lower prices; or (3) Attempt to descope the projects.

Ms. Myers inquired if staff has a preferred way forward, which makes the most sense for the project to be completed efficiently, quickly and honors the request from Council.

Special Called Meeting

December 17, 2019

6

Mr. Brown stated these projects were within the communication Council received about 50 of 56 sidewalks. Since there was a separate discussion to ensure that we were approving projects within a certain amount, questions came up regarding these projects. The communication from Council was to approve these projects, but we wanted to make sure, in approving these projects, it was consistent with Council's understanding of moving forward with 50 of the 56 sidewalks.

Ms. Myers inquired if it was relevant that they are, or are not, within the referendum.

Mr. Brown stated it is a communication to make sure that we are clear. There were a lot of questions that came up, and we wanted to ensure that these are the 50 of 56 you previously wanted to approve.

Ms. Myers inquired if this was a duplicative vote.

Mr. Brown responded it is not a duplicative vote. It is a clarity vote to make sure that staff is clear because there were questions that came up about projects that are under the referendum, and projects that are not. These two (2), by themselves, may not meet the guidelines to be under the referendum. However, when you took a vote to say 50 of the 56, these were included. Staff wants to make sure they do not get a follow-up conversation as to how these projects got approve, when they did not individually fall under the referendum amount.

Ms. Myers stated, for clarification, these two (2) will be over the referendum, but will they be over the referendum amount for the category.

Mr. Brown stated the category will still be under the referendum.

Ms. Myers stated, for clarification, in total we will be under the referendum amount. These two (2) were scoped over the referendum amount, but because we have taken five (5) off the list we have the funding to do these.

Mr. Brown responded in the affirmative.

Mr. Malinowski inquired about the other six (6) sidewalk projects, and why we are not moving forward with them.

Mr. Brown stated Council approved, prior to tonight, to do 50 of 56 sidewalk projects. To which, at that time, it was communicated you could do these 50 and be under the category's referendum amount. During the course of these conversations, some questions came up related to specific projects, and whether or not they were approved individually, and were individually over the referendum amount. Because staff is trying to make sure they are doing a better job of carrying out what Council's directive are, they wanted to clarify, and make sure you were aware, that individually, these specific projects may be over the referendum amount, by themselves, but in total it is consistent with what you have already approved.

Mr. Malinowski stated he understood that, but he would like to know what happened to the other six (6) projects.

Mr. Brown stated nothing happened to the projects.

Mr. Malinowski stated, for clarification, there are six (6) other projects that could be funded, if funding were available.

Mr. Brown responded in the affirmative.

Mr. Malinowski inquired as to what happens if there is an excess amount of funding, or the funding is not totally used within a particular category.

Mr. Brown stated you would have the opportunity, within that category, to address additional projects that were not addressed. The funds will remain in the specific category until Council decides how the funds will be expended.

Mr. Jackson requested Dr. Thompson to make sure the public, and Council, are fully aware of what happened with the other six (6) projects.

Dr. Thompson stated we have enough money to do 50 of the 56 sidewalk projects. Should we have additional funding, then we will be able to work on the remaining six (6) projects. He stated staff will provide Council a list of the remaining six (6) projects, as well as the projected amount to complete those projects.

Ms. McBride stated these projects have been voted on several times. They have been vetted through the Transportation Ad Hoc Committee, and Council has previously voted on it.

In Favor: Jackson, Myers, Manning, Dickerson, Livingston and McBride

Opposed: Terracio, Malinowski and Newton

The vote was in favor.

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

In Favor: Terracio, Malinowski, Newton and Myers

Opposed: Jackson, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. Harrison Rd. Sidewalk Project – This item was approved in the previous item.
- c. Approval of Grants for Blythewood Industrial Park – Mr. Ruble stated we are eligible to receive \$2.37M in grants to kick start the Blythewood Industrial Park. The approvals were not received prior to the last Council meeting, and Council has to vote to receive the grant before a budget can be set up. Once the budget is set up, then they can begin the procurement process to hire an Engineer to design the site. After the Engineer designs the site, they have to go through a 2nd procurement process to hire the contractor to do the work. All of this has to be accomplished in a 18-month period, which puts a tight time constraint on getting this accomplished.

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

Mr. Malinowski inquired if the proper zoning has been received for this property.

Mr. Ruble responded in the affirmative.

Mr. Malinowski requested Mr. Ruble to explain what is meant by “The SC DOC and SC PowerTeam grants are reimbursable.”

Mr. Ruble stated they do the work and submit documentation the money was spent, and we are reimbursed those funds.

POINT OF PERSONAL PRIVILEGE – Mr. Jackson stated, as Chair of the Economic Development Committee, this is a tremendous opportunity for the County, in terms of the funding we are going to receive to move the Blythewood Industrial Park forward. One of the main issues in insuring that it is occupied quickly is to have this infrastructure work done. In identifying funds, from other partners, to make that happen, sooner than later, is why this is such a big deal.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

11. **EXECUTIVE SESSION** – Ms. Dickerson moved, seconded by Ms. Myers, to go into Executive Session.

In Favor: Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski, Jackson and Manning

Present but Not Voting: Terracio

The vote was in favor.

Council went into Executive Session at approximately 7:57 PM and came out at approximately 8:25 PM

Ms. Terracio moved, seconded by Ms. Newton, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- a. Richland County vs. SC Dept. of Revenue – No action was taken.

19. **MOTION PERIOD** –

- a. In my continued decade long battle for accountability, transparency, efficiency and effectiveness., I move that all County Council standing committees, ad hoc committees and one time/short term committee meetings be held in Council Chambers, as is the Transportation Ad Hoc Committee, with votes recorded in like fashion [MANNING] – This item was referred to the Rules and Appointments Committee.
- b. Consider moving the Horizon meeting to Tuesday and have delivery of finished agendas to Council members by Thursday close of business [MALINOWSKI, McBRIDE, MYERS, NEWTON and TERRACIO] – Staff was directed to bring back a recommendation at the next Council meeting.
- c. Resolution Honoring Dutch Fork High School Football team on winning their 4th straight championship [MALINOWSKI] – Mr. Malinowski moved, seconded by Ms. Newton, to adopt the resolution honoring Dutch Fork High School Football team on winning their 4th straight championship.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Dickerson, Livingston and McBride

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski thanked Ms. Roberts for the holiday decorations in Chambers.

20. **ADJOURNMENT** – The meeting adjourned at approximately 8:29 PM

Bill Davis

From: TARIQ HUSSAIN
Sent: Friday, December 4, 2020 11:16 AM
To: Dalhi Myers; CHAKISSE NEWTON
Cc: Bill Davis; JOHN THOMPSON; LEONARDO BROWN
Subject: Weekly Summary and Weekly Forecast Reports (12/04/2020)
Attachments: 12-04-2020 Summary Report.pdf; 12-07-2020 Weekly Forecast_SESWEP.pdf; OVERALL WATER MAP 12_3_20.pdf; OVERALL SEWER MAP 12_3_20.pdf

Good afternoon, the Honorable Councilwoman Myers and Councilwoman Newton,

Please find the attached weekly summary and next week's forecast report for the Southeast Sewer & Water Expansion Project. To date, 82 fire hydrants have been installed as part of this expansion project. The contractors will have a slower work schedule through December due to the holidays and equipment deliveries.

Please find attached updated maps for the project.

Best,

Jani Tariq Hussain
Deputy Director
P 803-401-0045
HUSSAIN.TARIQ@richlandcountysc.gov



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Online at www.2020census.gov | By phone @ 844-330-2020 | By mail

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MEMORANDUM

TO: The Honorable Dalhi Myers, Richland County Council, District 10
The Honorable Chakisse Newton, Richland County Council, District 11

FROM: Bill Davis, Director of Utilities
John M. Thompson, Ph.D., MBA, CPM, Assistant County Administrator

Date: December 4, 2020

Subject: Southeast Richland County Sewer & Water Systems Expansion Project Update

CC: Leonardo Brown, MBA, CPM, County Administrator

Project Construction Update

The Southeast Richland County Sewer & Water Systems Expansion Project construction continues per design. The information sometimes will look repeated since it is along a stretch of road in a tranquil country setting and staff anticipates that there should not be any barriers to impede progress. The project work continues at a good pace for all the divisions. The report is updated with new photos captured for the project work.

All four divisions of Phase 1 are in construction. The weekly report will provide updates on the progress of each division. The design shows the lines along Lower Richland Boulevard, Airbase Road, Congaree Road, Bluff Road, Reynolds Road, Cabin Creek Road, Ault Road, Trotter Road, Congaree Church Road, and Clarkson Road. The project status will also include the construction of sewer lines, water lines, lift stations, water service connections, and sewer service connections along the routes.

We have listed the Contract completion dates below. These dates do not reflect any adjustments for rain, equipment, and material delivery delays (due to COVID -19). The delays will be monitored and the timeline will be adjusted with each report. The current Division 1, Division 2, and Division 2B substantial completion dates are January 10, 2021, with final completion February 9, 2021. Division 3 and Division 3B substantial completion dates are January 26, 2021, with final completion February 25, 2021. The Division 4 substantial completion date is March 7, 2021, with final completion April 6, 2021. We are currently compiling information with our engineer and plant equipment manufacturers to obtain quotes for repairs at the Eastover wastewater treatment plant to achieve full permitted capacity in conjunction with the new system demand.

**RICHLAND COUNTY GOVERNMENT
UTILITIES DEPARTMENT**

7525 Broad River Road, Irmo, SC 29063
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rcu_services@richlandcountysc.gov | richlandcountysc.gov



DIVISION 1

Last week the crews continued installing air release and plug valves along Air Base Road. They also installed water line on Air Base Road and Congaree Road. Next week crew will continue installing plug valves, air release and make tie-ins. The second crew will install force main along Airbase Road from the creek crossing past James Crossing Road toward Mc Entire back gate.

Installed as of December 3, 2020	Installed week of December 7 to December 11, 2020	Total installed to date	Percent complete
FM 45,300 Feet	0 Feet	45,300 Feet	76.5%
Water 26,000 Feet	800 Feet	26,800 Feet	83.5%

The contractor installing line on the Airbase Road (See photo 1). The crew will have a flagger on Airbase Road to help with traffic. A total of thirty-one (31) fire hydrants have been installed in Division 1.



Photo 1: Line install

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DIVISION 2

Last week crew continued installing air release and plug valves on Bluff Road and tied the water line on Congaree Church Road to the water line on Bluff Road. Next week the crews will continue installing air release and plug valves and making tie-ins. on Bluff Road and Congaree Church Road.

Installed as of December 3, 2020	Installed week of December 7 to December 11, 2020	Total installed to date	Percent complete
FM 36,500 Feet	0 Feet	36,500 Feet	73.0%
Water 20,900 Feet	200 Feet	21,100 Feet	75.1%

The line install on Bluff Road. (See photo 2). The crew will have a flagger on the Bluff Road for traffic. A total of twenty-seven (27) fire hydrants have been installed in Division 2.



Photo 2: Line install

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UTILITIES DEPARTMENT**

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DIVISION 3

Last week the crews installed force main on Lower Richland Boulevard between Horrell Hill Road and Back Swamp Road. Next week the crew will be installing force main on Lower Richland boulevard from Back Swamp Road toward Old Creek Road.

Installed as of December 3, 2020	Installed week of December 7 to December 11, 2020	Total installed to date	Percent complete
FM 45,700 Feet	1,200 Feet	46,900 Feet	77.6%
Water 19,000 Feet	0 Feet	19,000 Feet	89.8%

The line install on Lower Richland Boulevard (See photo 3). The crew will have a flagger on the Lower Richland Boulevard for traffic. A total of twenty-four (24) fire hydrants have been installed.



Photo 3: Line install

**RICHLAND COUNTY GOVERNMENT
UTILITIES DEPARTMENT**

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DIVISION 4

Last week the contractor made force main tie-ins on Trotter Road. Next week the crew will work on piping at the Trotter Road lift station and tie the lift station to the force main on Trotter Road. Next week all the lines will be installed but the DIV 4 still has sixty percent of work remaining to complete.

Installed as of December 3, 2020	Installed week of December 7 to December 11, 2020	Total installed to date	Percent complete
FM 13,130 Feet	340 Feet	13,470 Feet	100.0%
Gravity 1,500 Feet	0 Feet	1,500 Feet	100.0%

The force main install along Lower Richland Boulevard (See photo 4). The crew will have a flagger on Trotter Road. There are no fire hydrants designed in Division 4.



Photo 4: Force main install

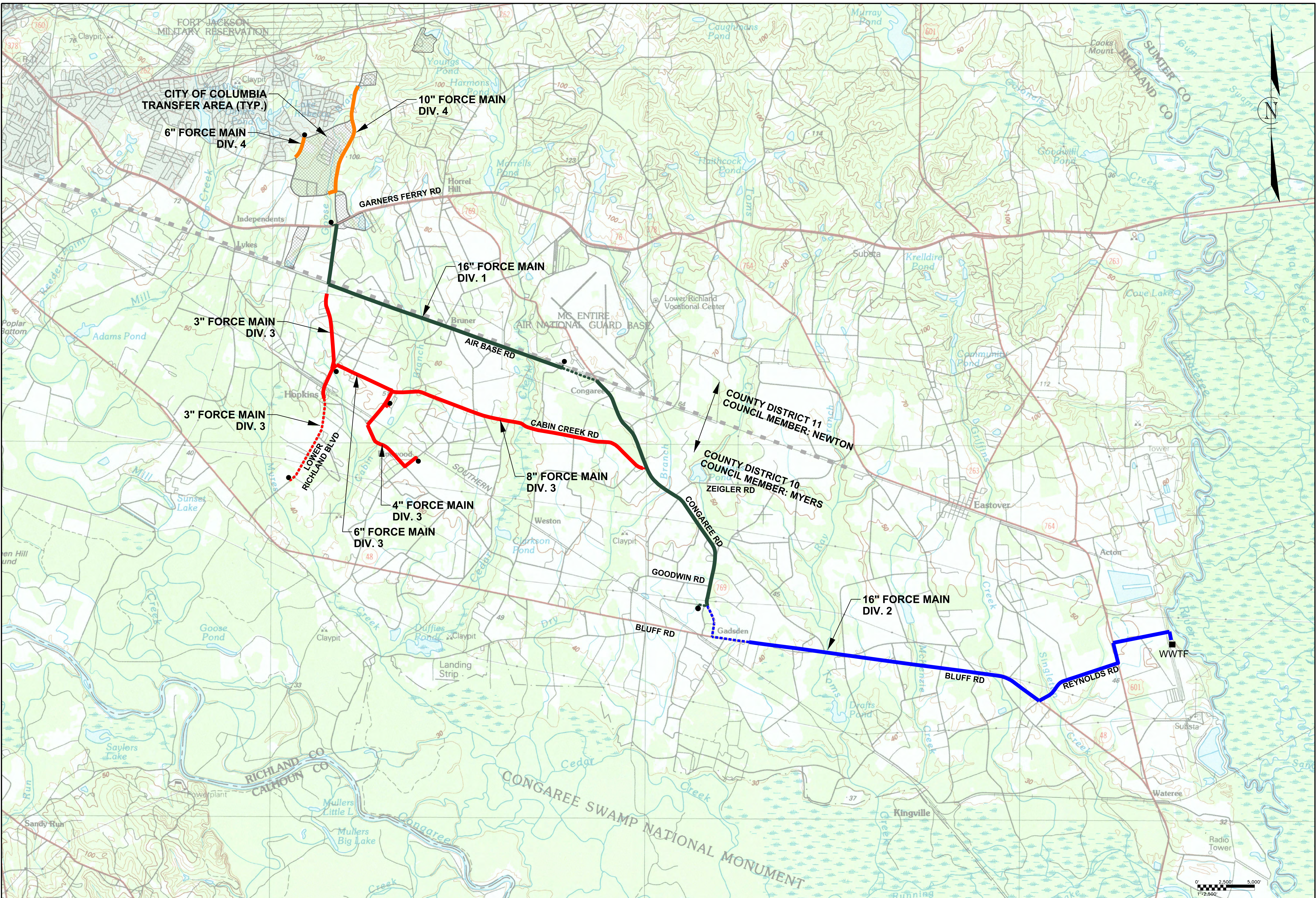


RICHLAND COUNTY UTILITIES

SOUTHEAST SEWER & WATER EXPANSION PROJECT

WEEKLY FORECAST REPORT: December 7 - December 11, 2020

DIV 1	Details	Summary
Flagger Delay (3 to 5 minutes)	Airbase Road	Last week the crews continued installing air release and plug valves along Air Base Road. They also installed water line on Air Base Road and Congaree Road. Next week crew will continue installing plug valves, air release and make tie-ins. The second crew will install force main along Airbase Road from the creek crossing past James Crossing Road toward Mc Entire back gate.
Sewer Force-main total installed	45,300 ft., 76.5% complete	
Water main -total installed	26,800 ft., 83.5 % complete	
Road Closure	None	
Fire Hydrants	A total of thirty-one (31) fire hydrants have been installed	
DIV 2	Details	Summary
Flagger Delay (3 to 5 minutes)	Bluff Road	Last week crew continued installing air release and plug valves on Bluff Road and tied the water line on Congaree Church Road to the water line on Bluff Road. Next week the crews will continue installing air release and plug valves and making tie-ins. on Bluff Road and Congaree Church Road.
Sewer Force-main total installed	36,500 ft, 73.0% complete	
Water main-total installed	21,100 ft, 75.1% complete	
Road Closure	None	
Fire Hydrants	A total of twenty-seven (27) fire hydrants have been installed	
DIV 3	Details	Summary
Flagger Delay (3 to 5 minutes)	Lower Richland Boulevard	Last week the crews installed force main on Lower Richland Boulevard between Horrell Hill Road and Back Swamp Road. Next week the crew will be installing force main on Lower Richland boulevard from Back Swamp Road toward Old Creek Road.
Sewer Force-main total installed	46,900 ft, 77.6 % complete	
Water main -total installed	19,000 ft, 89.8% complete	
Road Closure	None	
Fire Hydrants	A total of twenty-four (24) fire hydrants have been installed.	
DIV 4	Details	Summary
Flagger Delay (3 to 5 minutes)	Lower Richland Boulevard	Last week the contractor made force main tie-ins on Trotter Road. Next week the crew will work on piping at the Trotter Road lift station and tie the lift station to the force main on Trotter Road. Next week all the lines will be installed but the DIV 4 still has sixty percent of work remaining to complete.
Sewer Force-main total installed	13,470 ft, 100.0 % complete	
Gravity-main total installed	1,500 ft, 100.0% complete	
Road Closure	None	
Fire Hydrants	None	



W Joel E. Wood & Associates
 Planning / Engineering / Management
 P.O. Box 296, Clover SC 29710
 Phone: 803-684-3390

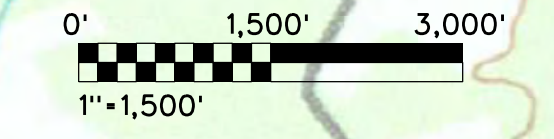
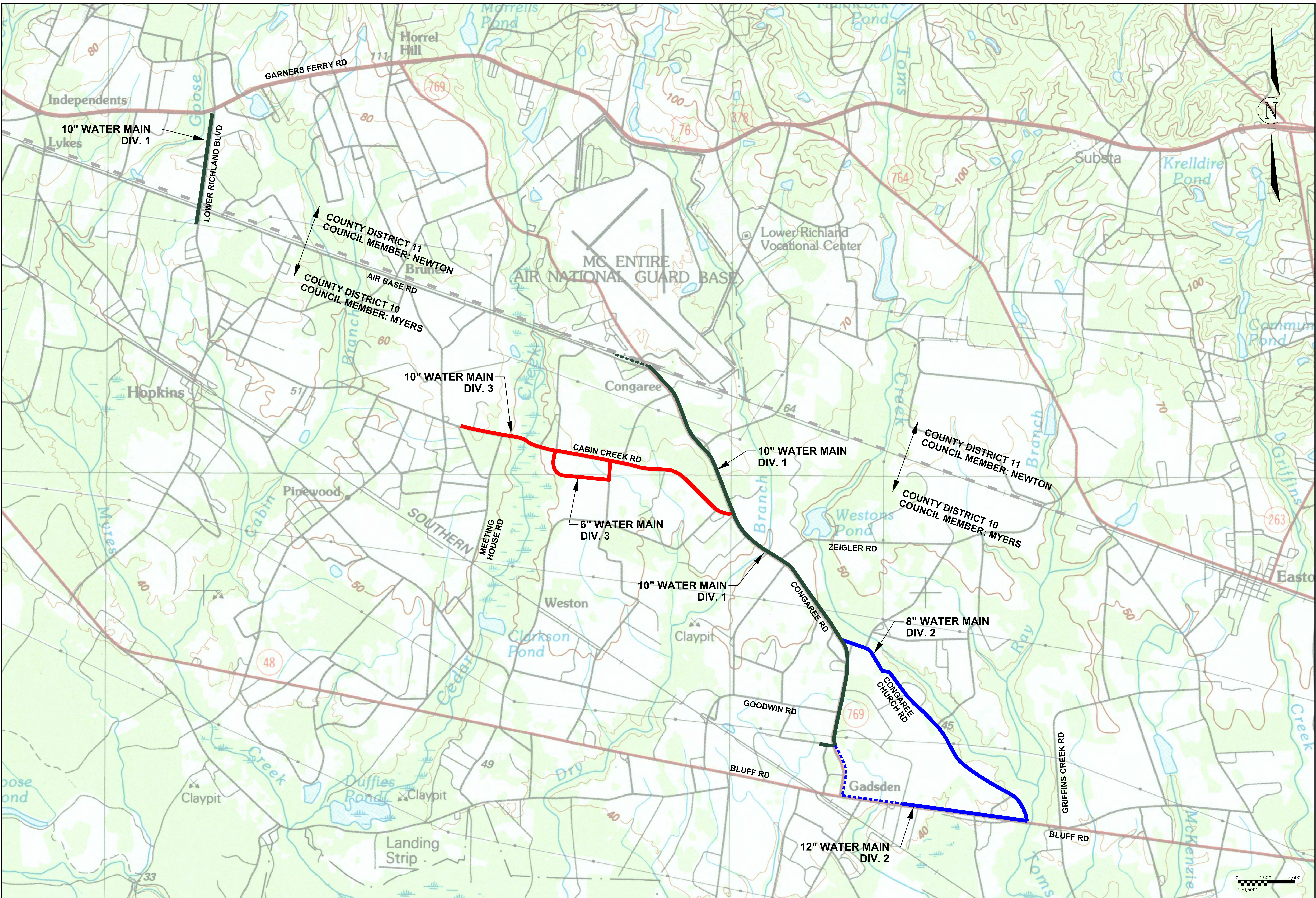
LEGEND:

	PROP. DIV. 1 SEWER (INSTALLED)		PROP. DIV. 3 SEWER (INSTALLED)
	PROP. DIV. 1 SEWER (REMAINING)		PROP. DIV. 3 SEWER (REMAINING)
	PROP. DIV. 2 SEWER (INSTALLED)		PROP. DIV. 4 SEWER (INSTALLED)
	PROP. DIV. 2 SEWER (REMAINING)		PROP. DIV. 4 SEWER (REMAINING)
	PROP. PUMP STATION		



PROPOSED FORCE MAIN PROJECT MAP
SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
& SOUTHEAST WATER SYSTEM EXPANSION

DATE: 12/3/20
 SCALE: 1" = 2,500'
 JOB NO.: 190104.2
 FIGURE: 1 OF 2



W Joel E. Wood & Associates
 Planning / Engineering / Management
 P.O. Box 296, Clover SC 29710
 Phone: 803-684-3390

LEGEND:

	PROP. DIV. 1 WATER (INSTALLED)		PROP. DIV. 3 WATER (INSTALLED)
	PROP. DIV. 1 WATER (REMAINING)		PROP. DIV. 3 WATER (REMAINING)
	PROP. DIV. 2 WATER (INSTALLED)		
	PROP. DIV. 2 WATER (REMAINING)		



PROPOSED WATER MAIN PROJECT MAP
SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
& SOUTHEAST WATER SYSTEM EXPANSION

DATE: 12/3/20
SCALE: 1"= 1,500'
JOB NO.: 190104.2
FIGURE: 2 OF 2

Attachment 3

From: [Bill Malinowski](#)
To: [Dalhi Myers](#); [JOHN THOMPSON](#)
Cc: [Dalhi Myers](#); [LEONARDO BROWN](#); [Michelle Onley](#); [Bill Davis](#); [ASHIYA MYERS](#)
Subject: RE: Sewer Ad Hoc Committee BD: Eastover Plant Upgrades – Southeast Sewer Project Flow Increase
Date: Friday, December 4, 2020 4:13:25 PM

I agree with Councilwoman Myers in that the item she refers to should be placed on the agenda for discussion. I would request that staff have some information to provide at that time if possible. If not, please advise when such information can be made available so it can be discussed at the next meeting.

Bill Malinowski

From: Dalhi Myers <dalhi31@gmail.com>
Sent: Thursday, December 03, 2020 11:53 AM
To: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>
Cc: Bill Malinowski <Malinowski.Bill@richlandcountysc.gov>; Dalhi Myers <dmyers@richlandcountysc.gov>; LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>; Michelle Onley <Onley.Michelle@richlandcountysc.gov>; Bill Davis <davis.bill@richlandcountysc.gov>; ASHIYA MYERS <MYERS.ASHIYA@richlandcountysc.gov>
Subject: Re: Sewer Ad Hoc Committee BD: Eastover Plant Upgrades – Southeast Sewer Project Flow Increase

Mr. Chair:

Dr. Thompson and the staff are aware that Albeleen Park, a subdivision along the phase 1 route, has consistently asked to be included in the project. There are nearly 50 houses there, many with compromised sewers. Joel Wood and I have met with the residents many times. Mr. Wood promised them that their homes would be included. They recently have been told that they are not in the currently plan.

Given the number of houses (almost 50), and the positive fiscal impact adding them would make to the overall bottom line (and considering that the project currently is under budget), can we please ask the staff to include a discussion of this issue and adding these very interested (and in need) potential customers, whose home literally are off of Lower Richland Blvd., to the project?

I believe excluding willing payers leaves money on the table solely for the external contractor's convenience and violates a commitment to connect all customers along the route.

Can this important issue be added to the agenda for next week? These customers will generate happily join the system and contribute to its sustainability once up and running. As well, they need the service.

Thank you for any consideration.

Dalhi

Sent from my wireless handheld device. Please excuse any grammatical errors. DM

On Dec 3, 2020, at 9:49 AM, JOHN THOMPSON
<THOMPSON.JOHN@richlandcountysc.gov> wrote:

Good morning, the Honorable Councilman Malinowski and the Honorable Councilwoman Myers.

Please find the attached briefing document, which is an updated one to the one that I shared with you on yesterday. The only change is to the quote page, which we made a larger font.

We look forward to meeting with you on next Tuesday, December 8, 2020 at 3:00 PM to 3:30 PM during the Sewer Ad Hoc Committee meeting to address this single item. Please let me know if you have any questions.

Best,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator
Richland County Government
Office of the County Administrator
803-576-1364
Thompson.John@RichlandCountySC.gov

<Eastover Plant Upgrades – Southeast Sewer Project Flow Increase.pdf>

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050


Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Jani Hussain, Deputy Director
Department: Utilities
Date Prepared: June 16, 2020 **Meeting Date:**

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee Administration & Finance

Subject: Approval for Funds to Connect Allbene Park, Bluff Road Community and St Johns Church to SE Sewer and Water Expansion Project (SESWEP).

Recommended Action:

There are two recommended actions for expanding the current Southeast Sewer and Water Expansion Project.

1. Approve funds to design and construct a sewer collection system for Allbene Park to be connected to the ongoing Southeast Sewer and Water Expansion Project (SESWEP) and to design and construct a sewer mains to the Smith Myers Road Community on Bluff Road and to St Johns Church on JW Neal Road.
2. Do not approve funds to design and construct a gravity sewer collection system for Allbene Park to be connected to the ongoing Southeast Sewer and Water Expansion Project (SESWEP) and to design and construct a sewer mains to the Smith Myers Road Community on Bluff Road and to St Johns Church on JW Neal Road. These two communities will be part of Phase 2 of the SESWEP, which begins in 2022, pending County Council approval and additional revenues from debt financing and/or a grant from the United States Department of Agriculture.

Motion Requested:

Move to accept either Recommendation 1 or 2.

Request for Council Reconsideration: Yes

Fiscal Impact:

The fiscal impact for approving the expansion to the SESWEP is \$1,482,000.00 for the cost of design, construction of a gravity system for the Allbene Park. Additionally, there is an annual cost of \$50,000 to operate and maintain the pump station that to be constructed for Allbene Park. The expected revenue based on the current sewer rate of \$55.68 for 21 homes signed for service is \$1,169.28 per month (\$14,031.36 annual).

The fiscal impact for approving the expansion to the SESWEP is \$582,076.83 for the cost of design, construction of Low Pressure force main system for Smith Myers Road Community on Bluff Road. The expected revenue based on the current sewer rate of \$55.68 for 10 homes signed for service is \$556.80 per month (\$6,681.60 annual).

The fiscal impact for approving the expansion to the SESWEP is \$33,810.00 for the cost of design, construction of Low Pressure force main system for the St Johns Church on JW Neal Road. The expected revenue based on the current sewer rate of \$55.68 for the church with 425 seating capacity is \$167.04 per month (\$2,004.48 annual).

Motion of Origin:

Council Member	
Meeting	
Date	

Discussion:

Allbene Park

The Allbene Park is a 42-home residential development located in the Hopkins area of Richland County (see figure 1 for location). Currently, all 42 homes are on a septic tank. At the build-out of the Southeast sewer project, Richland County will have a sewer main installed along Lower Richland Boulevard that is accessible to this subdivision. To connect Allbene Park to the sewer main, a sewer collection system will connect each home and transport sewer to the public main that will be designed and constructed.

The proposed sewer system will be a gravity collection system with a community pump station. The gravity main will be designed to convey generated sewage from homes to the station that will pump sewer to the public collection system. The estimated cost for the design and construction of this system is \$1,482,000.00. The gravity mains and community pump station will be turned over to the County for operation and maintenance.

The Bluff Road’s Community

The Bluff Road’s community is a cluster of homes along Smith Myers Road (See figure 2). Ten (10) residents from this community have expressed the desire to connect to the public sewer system. The design of the ongoing SE Sewer and Water Expansion Project includes a sewer force main to be installed along Congaree Road to Bluff Road. However, this community is approximately 14,000 feet from location of the closest force main to be installed on Bluff Road. A sewer collection system has to be designed to connect these homes to the public main. The cost for the design and construction is estimated at \$582,076.83.

The St Johns Church

St John Church is located on 230 J W Neal Circle off Clarkson Road (See figure 3). The church owner have expressed the desire to connect the church to the public sewer system. The design of the ongoing SE Sewer and Water Expansion Project includes a sewer force main to be installed along Clarkson Road. However, the location of the church is approximately 1600 LF from the proposed sewer line on Clarkson Road which is above the 200 LF threshold for service connection. Expanding the ongoing SESWEP project to provide sewer service to the church will cost \$33,810.00.

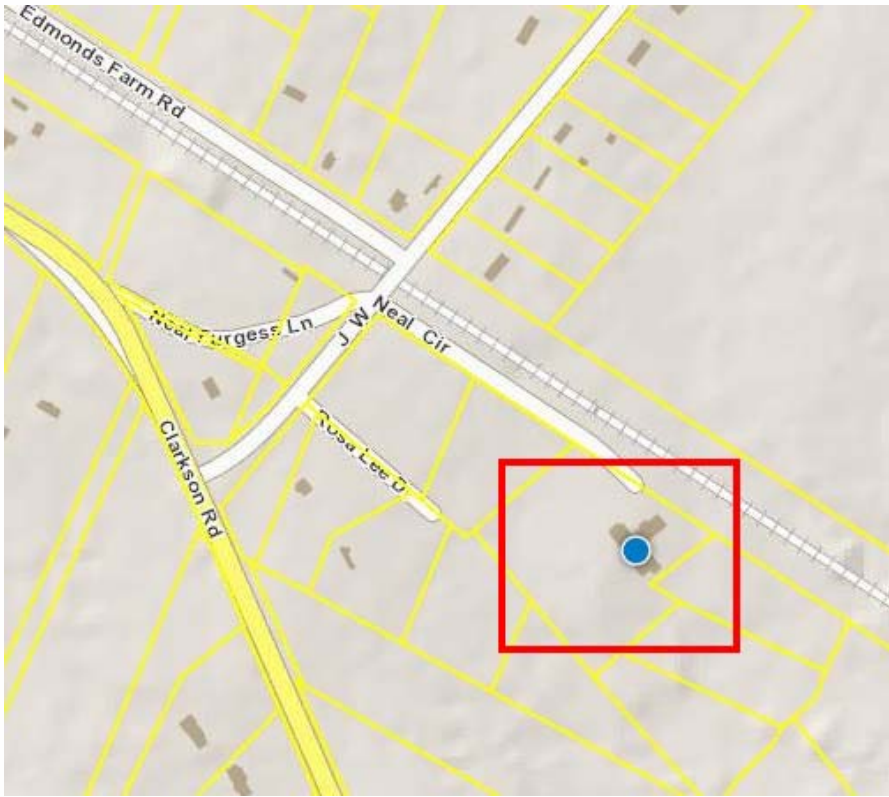
Figure 1: Location of Allbene Park



Figure 2: The Bluff's Community



Figure 3: St Johns Church



From: [Dalhi Myers](#)
To: [JOHN THOMPSON](#)
Cc: [TARIQ HUSSAIN](#); [Jessica Mancine](#); [LEONARDO BROWN](#)
Subject: Re: List of addresses - 230 Reverend Neal Circle
Date: Friday, June 12, 2020 1:43:52 PM

Hold on for further instruction. Thanks. Dalhi

Sent from my iPhone

On Jun 12, 2020, at 11:47 AM, JOHN THOMPSON
<THOMPSON.JOHN@richlandcountysc.gov> wrote:

Hello Jani,

Thank you for the information. Please contact the church to confirm their desire to connect to the system. As the 200-foot threshold has already been established and because this addition would alter the scope and cost of the project, please include in a BD for Council's approval along with the other two neighborhoods.

Best,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator
Richland County Government
Office of the County Administrator
803-576-2054
Thompson.John@RichlandCountySC.gov

From: TARIQ HUSSAIN <HUSSAIN.TARIQ@richlandcountysc.gov>
Sent: Friday, June 12, 2020 11:36 AM
To: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>
Cc: Dalhi Myers <dmyers@richlandcountysc.gov>; Jessica Mancine <Mancine.Jessica@richlandcountysc.gov>
Subject: RE: List of addresses - 230 Reverend Neal Circle

Dr. Thompson,

We checked and did not find this address on the list where residents requested the desire to connect.

The address is beyond the 200 feet threshold to connect. The address is approximately 1000 feet away from the mainline for the phase 1 project. If there is a desire to connect by this address then please let me know to design and submit a change order in a BD to the County Council for approval.

Thanks

Jani Tariq Hussain

Deputy Director

P 803-401-0045

HUSSAIN.TARIQ@richlandcountysc.gov

<image001.jpg>

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From: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>

Sent: Thursday, June 11, 2020 10:45 PM

To: TARIQ HUSSAIN <HUSSAIN.TARIQ@richlandcountysc.gov>

Cc: Dalhi Myers <dmyers@richlandcountysc.gov>; JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>

Subject: Re: List of addresses

Thank you, sir. I did not see 230 Reverend Neal Circle on the list. Please confirm that it is not on the list. If not on the list, please advise if the landowner ever made contact with us. I understand that it is a church.

Best,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator

Richland County Government

Office of the County Administrator

Thompson.John@RichlandCountySC.gov

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[Columbia, SC 29201](#)

richlandcountysc.gov

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On Jun 11, 2020, at 8:23 PM, TARIQ HUSSAIN

<HUSSAIN.TARIQ@richlandcountysc.gov> wrote:

Dr. Thompson,

Please see the attached list.

Thanks

Jani Tariq Hussain

Deputy Director

P 803-401-0045

HUSSAIN.TARIQ@richlandcountysc.gov

<image003.jpg>

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From: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>

Sent: Thursday, June 11, 2020 7:19 PM

To: TARIQ HUSSAIN <HUSSAIN.TARIQ@richlandcountysc.gov>

Cc: Dalhi Myers <dmyers@richlandcountysc.gov>

Subject: List of addresses

Director Hussain,

Please e-mail the list of addresses that will receive sewer and/or water connection as part of the SE Sewer and Water Expansion Project.

Thank you,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator

Richland County Government

Office of the County Administrator

Thompson.John@RichlandCountySC.gov

P [803-576-2054](tel:803-576-2054) **F** [803-576-2137](tel:803-576-2137)

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notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

<Copy of Edited SE Richland Water Sewer Project 12-17-19
Final.xlsx>

Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$2,829,714 to amend the Economic Development Budget for property acquisition

Notes:

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 GENERAL FUND ANNUAL BUDGET BY \$2,829,714 TO AMEND THE ECONOMIC DEVELOPMENT BUDGET FOR PROPERTY ACQUISITION

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

SECTION I. That the amount of Two Million Eight Hundred Twenty Nine Thousand Seven Hundred Fourteen Dollars (\$2,829,714) be appropriated to amend the General Fund Budget for property acquisition using the General Fund Fund Balance. Therefore, the Fiscal Year 2021 General Fund budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	\$188,714,625
Increase appropriation:	\$2,829,714
Total Amended Revenue/Sources Budget	\$191,544,339

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	\$188,714,625
Increased Expenditures and Transfers Out:	\$2,829,714
Total Amended Expenditures/Uses Budget	\$191,544,339

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

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

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Council Chair

ATTEST THE _____ DAY OF _____, 2020

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:

Public Hearing:
Third Reading:

Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2021 Economic Development Fund Annual Budget by \$2,829,714 to amend the Economic Development Budget for property acquisition

Notes:

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 ECONOMIC DEVELOPMENT FUND ANNUAL BUDGET BY \$2,829,714 TO AMEND THE ECONOMIC DEVELOPMENT BUDGET FOR PROPERTY ACQUISITION

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

SECTION I. That the amount of Two Million Eight Hundred Twenty Nine Thousand Seven Hundred Fourteen Dollars (\$2,829,714) be appropriated to amend the Economic Development Fund Budget for property acquisition using the General Fund Fund Balance. Therefore, the Fiscal Year 2021 Economic Development Fund budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	\$2,030,000
Increase appropriation:	\$2,829,714
Total Amended Revenue/Sources Budget	\$4,859,714

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	\$2,030,000
Increased Expenditures and Transfers Out:	\$2,829,714
Total Amended Expenditures/Uses Budget	\$4,859,714

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

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

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Council Chair

ATTEST THE _____ DAY OF _____, 2020

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:

Second Reading:
Public Hearing:
Third Reading:



REQUEST OF ACTION

Subject: FY20 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$40,000** for District 7.

B. Background / Discussion

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY21, Special Called Meeting – June 11, 2020: Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$122,550
SC Gospel Quartet	\$ 40,000
Total Allocation	\$ 40,000
Remaining Balance	\$164,975

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.