

**RICHLAND COUNTY**  
**COUNTY COUNCIL AGENDA**



**Tuesday, MAY 18, 2021**

**6:00 PM**

**ZOOM MEETING**

# RICHLAND COUNTY COUNCIL 2021



Bill Malinowski  
District 1  
2018-2022



Derrek Pugh  
District 2  
2020-2024



Yvonne McBride  
District 3  
2020-2024



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker III  
District 6  
2018-2022



Gretchen Barron  
District 7  
2020-2024



Overture Walker  
District 8  
2020-2024



Jessica Mackey  
District 9  
2020-2024



Cheryl English  
District 10  
2020-2024



Chakisse Newton  
District 11  
2018-2022





Richland County Council

Regular Session  
May 18, 2021 - 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,  
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Jesica Mackey

3. **PLEDGE OF ALLEGIANCE**

The Honorable Jesica Mackey

4. **PRESENTATION OF PROCLAMATIONS**

a. A Proclamation Recognizing May 2021 as Bike Month in Richland County

The Honorable Allison Terracio  
The Honorable Gretchen Barron

b. A Proclamation Proclaiming May 24, 2021 as "Meatless Monday" in Richland County

The Honorable Allison Terracio  
The Honorable Overture Walker  
The Honorable Gretchen Barron

c. A Proclamation Honoring "National Public Works Week": May 16-22, 2021

The Honorable Yvonne McBride

5. **APPROVAL OF MINUTES**

a. Regular Session: May 4, 2021 (*Pages 25-30*)

The Honorable Paul Livingston

6. **ADOPTION OF AGENDA**

7. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS**

The Honorable Paul Livingston

Elizabeth McLean, Acting County  
Attorney

- a. Richland County v SCDOR, Reames Legal update/legal advice/settlement discussions  
Pursuant to SC Code of Laws §30-4-70(a)(2)
- b. Richland County Facemask Ordinance Extension passed 5/4/2021 Legal advice  
Pursuant to SC Code of Laws §30-4-70(a)(2)
- c. 911 Center Proposal  
Discussions of negotiations incident to proposed contractual arrangements/legal advice  
Pursuant to SC Code of Laws §30-4-70(a)(2)
- d. County Attorney search update  
Pursuant to SC Code of Laws §30-4-70(a)(1)

**8. CITIZEN'S INPUT**

The Honorable Paul Livingston

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

**9. 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.)

**10. REPORT OF THE COUNTY ADMINISTRATOR**

*(Pages 22-25)* Leonardo Brown, County Administrator

- a. Coronavirus Update

*(Pages 25-30)*

- b. Land Development Code Rewrite

**11. REPORT OF THE CLERK OF COUNCIL**

Andrea Mathis, Clerk to Council

**12. REPORT OF THE CHAIR**

The Honorable Paul Livingston

**13. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Paul Livingston

- 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 a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters

**14. THIRD READING ITEMS**

The Honorable Paul Livingston



- 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 a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters *(Pages 31-54)*

**15. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto *(Pages 55-113)*
- b. Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds; and other related matters *(Pages 114-195)*
- c. 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 Curb to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters *(Pages 196-227)*
- d. 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 a company known for the time being as Project Coyote, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters *(Pages 228-261)*

**16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Yvonne McBride

- a. A Resolution (1) approving the assignment to Treap the Row at the Stadium Owner LLC of all the rights, interests, and obligations of Reign Living WB, LLC (as successor in interest by assignment to Reign Living Columbia, LLC (f/k/a Reign Living LLC) ("Reign Living") under that certain infrastructure credit agreement between Reign Living and Richland County, South Carolina ("Credit Agreement") (2) authorizing the County's execution and delivery of an assignment and *(Pages 262-271)*

assumption of infrastructure credit agreement in connection with such assignment; and (3) authorizing other matters related thereto

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

The Honorable Bill Malinowski

**a. NOTIFICATION OF APPOINTMENTS**

1. Community Relations Council - 9 Vacancies **(Pages 272-316)**
  - a. William Zachery Riley
  - b. Derrick Fickling
  - c. Maranda J. Williams
  - d. Rhonda S. Williams
  - e. Linda Grice
  - f. Keshia McNeal
  - g. Reenea R. Harrison
  - h. Jeffrey Hunter
  - i. Kira Person
  - j. Heather Singleton
  - k. Yvonne Murray-Boyles (05/18/21)
  - l. Demestress "Dee" Bell-Williams
  - m. Jonnieka Farr
2. Transportation Penny Advisory Committee **(Pages 317-321)**
  - a. Don Polite
  - b. Brenda Branic
3. Hospitality Tax Advisory Committee **(Pages 322-329)**
  - a. Terry Davis
  - b. Rhonda Williams
  - c. Kitwanda Cyrus

- 4. Board of Assessment and Appeals *(Pages 330-334)*
  - a. Delores Barber
  - b. Elonda Mack

**18. REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE** The Honorable Chakisse Newton

**19. OTHER ITEMS** *(Pages 335-338)* The Honorable Paul Livingston

- a. Taylors Community Improvement Funds *(Pages 339-392)*
- b. Intergovernmental Agreement with the Town of Arcadia Lakes *(Pages 393-402)*
- c. FY21 - District 4 Hospitality Tax Allocations *(Pages 403-404)*

**20. EXECUTIVE SESSION** Elizabeth McLean, Acting County Attorney

- a. 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**

- a. I move to authorize the County Attorney to take any and all necessary actions, including condemnation proceedings, to acquire ownership of the roadway parcels of Aiken Hunt Circle and Oak Brook Drive that are currently not in the County's road maintenance program. These parcels are located in the Wildewood Subdivision, and the current owner has been nonresponsive to prior requests by the Department of Public Works to acquire the roadway parcels. The Honorable Jesica Mackey

**22. ADJOURNMENT** The Honorable Paul Livingston



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  
May 4, 2021 – 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Yvonne McBride, Vice-Chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Joe Walker, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Andrea Mathis, Leonardo Brown, John Thompson, Lori Thomas, Stacey Hamm, Mike King, Michael Maloney, Elizabeth McLean, Sandra Haynes, Michael Niermeier, Dante Roberts, Lauren Hogan, Michael Byrd, Brittney Hoyle-Terry, Jeff Ruble, Jennifer Wladischkin, Bill Davis, James Hayes, Dale Welch, Zachary Cavanaugh, Judy Carter, Randy Pruitt, Stephen Staley, Allen Brown, Paul Brawley and Clayton Voignier.

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 Cheryl English

3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Cheryl English

**APPROVAL OF MINUTES**

4. a. **Regular Session: April 20, 2021** – Ms. Barron moved, seconded by Mr. Pugh, to approve the minutes as distributed.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** – Ms. Newton moved, seconded by Ms. McBride, to remove the following item: “Department of Animal Care – Animal Services Division – Intergovernmental Agreement with the Town of Arcadia Lakes” from the agenda and approve the agenda as amended.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, English, and Newton

Not Present: J. Walker

The vote in favor was unanimous.

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May 4, 2021

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6. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** – No report was given.

7. **CITIZEN'S INPUT**

a. For Items on the Agenda Not Requiring a Public –No comments were submitted.

8. **CITIZEN'S INPUT**

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.) - No comments were submitted.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Coronavirus Update – Mr. Brown stated from the period of April 13 – 27 the percent positive for the County was 3.7%, which remains below the 5% goal. We are still showing that we are in the moderate range; however, the overall number has come down.

As of April 29<sup>th</sup>, the County has approved \$528,000 in approved payments through the Rental Assistance Program. To show the amount of change in a few days, as of May 4<sup>th</sup>, we are over \$800,000 in approved payments. At the next Coronavirus Ad Hoc Meeting, there will be a graph showing payments by zip code, as well as a breakdown of AMI.

On April 28<sup>th</sup>, there was a Coronavirus Ad Hoc Committee meeting. Out of that meeting, staff was requested to review the mask ordinance in response to CDC guidance changes. There also was a request for staff to come up with a proposal for a COVID-19 Memorial. In addition, there are 2 programs that are going to launch: (1) the State's Rental Assistance Program; and (2) the City of Columbia/Cooperative Ministry.

Ms. Terracio inquired about the time between approval of assistance and the issuance of a check.

Ms. Hamm responded checks are processed once a week.

Ms. Barron stated she is concerned about the different programs going on with the same objective. She inquired if we have given thought to addressing the multiple programs, and how specific we need to be with the citizens of Richland County. In addition, if citizens are denied by the County can the citizen go to another organization and apply.

Mr. Brown responded, as soon as we heard about these other programs, we reached out to coordinate so there is no duplication of benefits, and people receive the service they need. In terms of whether a citizen can apply for another "pot" of funds, if they are ineligible or denied by the County, depends on what "pot" of funds it is.

Ms. Barron inquired about the status of the community outreach portion of the Rental Assistance Program.

Mr. King responded they are partnering with Richland School District Two and Lexington-Richland School District Five. Caseworkers at the schools are going to be provided training on the program so they can assist families in needs. They have reached out to Richland School District One, and hope they will partner with the County. They are also communicating with the State, and they are looking

at our outreach program. He just finished contacting the seven counties that were provided a direct allotment. They have contracted with the Spanish speaking media, and we are going to be doing a media blitz.

Ms. McBride stated she is still concerned with the numbers and the outreach. She has requested staff to look at the faith community, and doing something innovative with them. She would like to hear more about Richland School District One's response. She suggested we look at more progressive states to see what they are doing. She inquired if there is a breakdown by zip code of positive COVID tests.

Mr. Brown responded the DHEC website has several different maps regarding County-level data.

Ms. McBride noted there were certain areas where the tests were much higher than other areas. Overall the rate may be 3.7%, but it could be higher or lower in specific districts.

Mr. Brown stated they had an email blast out to the faith-based community to garner support from that perspective. In terms of our approval and payment rate, we have been told this program is a solid program from officials that do this around the country.

Ms. McBride stated she is not concerned about rates. She is concerned that this is emergency funding, and many people may be evicted while they wait for the emergency funding to come in. She noted she and Ms. Barron would be glad to work on this.

10. **REPORT OF THE CLERK OF COUNCIL** – Ms. Mathis reminded Council of upcoming meetings.

11. **REPORT OF THE CHAIR** – Mr. Livingston noted he had a brief conversation with the Department of Revenue Director regarding the Transportation Penny Program. As a result of the conversation, they agreed to a follow-up meeting to discuss the matter. If the meeting comes to fruition, he will report back to Council.

12. **OPEN/CLOSE PUBLIC HEARING**

- a. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley-104 Alabama Street) – No comments were submitted.

13. **APPROVAL OF CONSENT ITEMS**

- a. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street) [THIRD READING] – Ms. Newton moved, seconded by Ms. Terracio, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- b. Department of Public Works – Solid Waste & Recycling Division – Award of a contract for Landfill Gas Control System
- c. Department of Public Works – Engineering Division – CTC Funding Request for Intersection Improvement at Hobart and Farrow Roads

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Ms. Newton moved, seconded by Mc. Bride, to approve Items 13 (b) and (c)

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Ms. Newton moved, seconded by Ms. Terracio, to reconsider Items 13(a) – (c).

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

#### 14. **FIRST READING ITEMS**

- a. An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2022) for Richland County, South Carolina for Fiscal Year beginning July 1, 2021 and ending June 30, 2022. So as to raise revenue, make appropriations and adopt the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2021 and ending June 30, 2022 [BY TITLE ONLY] – Ms. McBride moved, seconded by Mr. O. Walker, to approve this item.

In Favor: Malinowski, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Opposed: Pugh

The vote was in favor.

- b. An Ordinance authorizing the levying of ad valorem property taxes which together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1 2021 will provide sufficient revenues for the operation of Richland County Government during the period from July 1, 2021 through June 30, 2022 [BY TITLE ONLY] – Ms. McBride moved, seconded by O. Walker, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- c. Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto – Ms. Mackey moved, seconded by Ms. Barron, to approve this item.

Ms. Terracio requested staff give an overview of this item for the benefit of the public.

Mr. Brown stated the purpose of this item is to reduce annual debt service an average of \$165,000, which equates to a total of \$2,475,000.



Mr. Malinowski inquired, while the taxpayers in the improvement district will benefit, is there any cost to the County to do this.

Mr. Cheatwood responded, just like any other financing, there will be a cost for the transaction. The savings figures, in the agenda packet, represent the net amount.

Mr. Malinowski stated, for clarification, any cost the County incurs would be paid for through the improvement district.

Mr. Cheatwood responded in the affirmative.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- d. Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds, and other related matters – Ms. McBride moved, seconded by Mr. Malinowski, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

## 15. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Department of Public Works – Engineering Division – DHEC Grant Administration for Springwood Lake Community – Mr. Malinowski stated his concern with this item was that Legal had concerns with the agreement. He noted he would like to see the final language, and not what is included in the agenda packet.

Ms. McLean stated the grant agreement mentions a two-month timeframe for this, and it does not state what we are doing. In case there is an issue later, she wants the process and the agreement to match. Either the Legal Department or the State needs to update the language, prior to approval.

Ms. Barron stated she would encourage staff to move as expeditiously as possible to ensure the documents are aligned and the processes match. This community has been waiting for roads to be repaired since the 2015 Flood.

Mr. Malinowski moved, seconded by Ms. Barron, to approve this item, pending review by Legal to ensure the process and agreement language match.

Ms. Mackey inquired about how long it will take to amend the language.

Ms. McLean responded, as long as there is no kickback, it should take approximately a week.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

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

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

- b. Request from Chief Magistrate – Pontiac Magistrate Building Lease – Mr. Malinowski stated his concern with this item was that Legal and Mr. Pruitt had concerns related to the rental agreement. He noted he would like to see the final language, and not what is included in the agenda packet.

Mr. Malinowski moved, seconded by Mr. O. Walker, to defer this item.

In Favor: Malinowski, Pugh, O. Walker and English

Opposed: McBride, Livingston, Terracio, J. Walker, Barron, Mackey and Newton

The motion for deferral failed.

Ms. McLean stated she does not believe we are ready to move forward with the lease. She noted she has some concerns with the agreement, and Mr. Pruitt has also expressed concerns. The lease has language that is geared toward the landlord, and not the lessee (i.e. County maintaining utilities).

Ms. McBride inquired if Mr. Pruitt reviews the County's contracts.

Ms. McLean responded he does not typically review contracts, but he does so when the contract deals with operations since his department is responsible for maintaining the building.

Ms. Newton inquired if Ms. McLean believes there are substantive changes that need to be made to the agreement that would need to come back to Council for approval.

Ms. McLean responded she believes we need more time, and would prefer to bring the agreement back to Council, but she is not opposed to the other route.

Ms. Barron stated, while she understands Mr. Pruitt's input is valuable, when it comes to assessing the building, she is concerned about him reviewing a legal document. She admonished Legal, if the contract is not sound, to tell us sooner rather than later, but to expedite the process. If the public and staff continue to go in and out of the existing building, we are going to have other issues to be concerned about.

Ms. Mackey moved, seconded by Ms. Barron, to move forward, pending review of the contract by Ms. McLean, and to have the contract brought back to Council at the May 18<sup>th</sup> Council meeting.

Ms. Newton made a substitute motion, seconded by Ms. McBride, to authorize Ms. McLean to modify the lease agreement for the Pontiac Magistrate Office, and move forward with any ministerial changes. If there are any substantive changes, to bring those back to Council at the May 18<sup>th</sup> Council meeting.

Mr. Malinowski noted ministerial and/or substantive changes are personal opinions, and he does not feel it is fair to put the burden on Ms. McLean.

In Favor: McBride, Livingston, Terracio, J. Walker, Barron, Mackey and Newton

Opposed: Malinowski, Pugh, O. Walker and English

The vote was in favor.

Ms. Barron moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Malinowski, Pugh, O. Walker and English

Opposed: McBride, Livingston, Terracio, J. Walker, Barron, Mackey and Newton

The motion for reconsideration failed.

## 16. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- 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 Curb to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Ms. McBride stated this is a proposed FILOT to support the expansion of an existing manufacturer of packaging materials located near Blythewood. This expansion represents a capital investment of \$21M, and the creation of 165 new jobs at an average wage of more than \$17/hr. The committee recommended First Reading approval.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and a company known for the time being as Project Coyote; identifying the project; and other matters related thereto – Ms. McBride stated this is an inducement resolution that officially recognizes the project to allow the company to include an investment as a part of their project before any incentive documents are finalized. The committee recommended approval of this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- c. 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 a company known for the time being as Project Coyote; to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Ms. McBride stated this is a proposed FILOT for an existing manufacturer of building materials, which is considering the consolidation of operations in Richland County, and an expansion of existing operations. The new project represents an investment

of \$4.8M, and the creation of 20 new jobs with an average wage of \$21/hr. The committee recommended approval of this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

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

a. NOTIFICATION OF VACANCIES

I. Community Relations Council

- a. William Zachery Riley
- b. Derrick Fickling
- c. Maranda J. Williams
- d. Rhonda S. Williams
- e. Linda Grice
- f. Keshia McNeal
- g. Reenea R. Harrison
- h. Jeffrey Hunter
- i. Kira Person
- j. Heather Singleton
- k. Yvonne Murray-Boyles
- l. Demestress “Dee” Bell-Williams
- m. Jonnieka Farr

Mr. Malinowski stated due to the one of the applicants having a medical emergency the committee deferred appointments to the Community Relations Council until the May 18<sup>th</sup> Rules and Appointments Committee meeting.

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

- a. City of Columbia Bikeway IGA – Mr. O. Walker stated the City of Columbia is requesting funding through this IGA, which will support 5 City of Columbia bikeway projects. The IGA includes 10 bikeway projects that are in the Penny referendum. The City of Columbia will perform all design and maintenance activities. The County will provide \$824,332 in funding for the projects. The committee recommended approval of this item.

Mr. Malinowski noted, on p. 351 of the agenda, letter “e” states, “This agreement will not create any duty or responsibility to anyone other than the Parties to the Agreement, nor does it create any rights enforceable by anyone other than a party (third party beneficiary) to the agreement.” He inquired as to what a third party beneficiary is, how this would come into play in this situation, and are they responsible and bound by this agreement.

Ms. McLean responded a third party beneficiary is someone who might benefit from this agreement. This agreement is between the City of Columbia and the County; therefore, no one else could claim the benefit.

Mr. Malinowski noted letter “i” states, “Written notice to the City shall be made by placing such notice

in the United States Mail, Certified, Return Receipt Requested, postage prepaid and Addressed to: City of Columbia, P.O. Box 147, Columbia, SC 29217” He inquired if the County could also be included.

Ms. McLean responded she does not have any objections to that being added to the IGA.

Mr. Malinowski inquired if the “COMET” is a branding name, or if is it a new entity and the CMRTA is no longer in existence.

Ms. McLean responded, to the best of her knowledge, the “COMET” is a branding name and the CMRTA is the legal entity.

Ms. Newton stated, for clarification, these bike paths were previously approved per the referendum.

Mr. O. Walker responded in the affirmative. He noted the projects are located in the City.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski and J. Walker

The vote was in favor.

- b. Modification to Innovista Phase 3 De-scope and Funding Approval – Mr. O. Walker stated the City of Columbia has requested \$150,000 of Innovista transportation-related project funding for the City’s FY22 budget. They are also seeking a letter of commitment to the City of Columbia’s request for up to \$4,088,663 of future Innovista project funds to support the City’s efforts to secure outside Federal funding for the Innovista Phase III Project (Williams St. Connector). The committee recommended approval of this item.

Ms. Newton stated, it is her understanding, in bringing our Penny costs down, we de-scoped various programs, and this was one of those programs. We are being asked now to undo the de-scope and add the funds back.

Mr. O. Walker responded, it is his understanding, the City of Columbia is seeking a Federal grant of approximately \$20M. In order to secure the grant, they have to get a commitment of at least 20%. In the event the funds are granted, it is a gain for the County. As a result of investing \$4M, we are looking at a \$16M grant to be used for infrastructure improvements.

Ms. Newton stated these were funds that we were planning on putting into the Transportation Penny “pot” for other things. As it relates to the \$4M, are we saying these are dollars we were not originally going to pay because we had removed that part of the Innovista project in our de-scoping?

Mr. Niermeier stated, since this was a part of the de-scoping, and Phase III was removed by Council approval, this action is essentially re-scoping the Innovista project, adding Phase III as a potential project by giving the letter of commitment to the City of Columbia for the \$4M, and the \$150,000 FY22 budget request.

Ms. Newton inquired if that would still leave other funds that would go back to the Penny Program.

Mr. Niermeier responded, based on updated estimate for Phase III, we anticipate \$7M - \$8M to remain in the \$50M referendum amount for the Innovista transportation projects.

Ms. Newton noted she understands the opportunity to leverage our funding with the grant, but she does not know what the process will be if we move forward. We were intentional when we were de-scoping projects, so if we are going to go back and re-scope she wants to ensure we are putting in safeguards and are clear that we are protecting the savings we originally made. She noted there may be other projects that could also benefit from using these funds.

Ms. Terracio stated this grant would be an opportunity to leverage Federal funds in order to afford something that would have previously been beyond our original budget.

Mr. Niermeier stated the original estimate was significantly higher than the current estimate of \$20M. With this we are leveraging the funds that could be available to complete the project.

Mr. Malinowski noted initially they were told de-scoping Phase III would create a savings of \$5.7M. He inquired as to what happened to the remaining funds.

Mr. Niermeier responded the remaining funds would be held in the bikeways portion of the Penny Program.

Mr. Malinowski inquired if it is fair to the other projects that were de-scoped to approve this item.

Mr. O. Walker stated, it is his understanding, by applying for these funds, we lose nothing. If the City is not successful in receiving this grant, the County does not lose anything.

Mr. Niermeier responded the only funds we will be investing upfront is the \$150,000.

Mr. O. Walker inquired if the City has approached us about any other projects they are applying for.

Mr. Niermeier responded there has not been anything recent. The County has partnered with the City for the North Main Project, which is currently underway and nearing completion.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski and J. Walker

The vote was in favor.

- c. Transportation Improvement Contract 2 – Old Garners Ferry Rd. – Mr. O. Walker stated this is a transportation improvement contract to repair Old Garners Ferry Road. The project is 1.1 miles. The committee recommended awarding the contract to Palmetto Corporation of Conway in the amount of \$471,916.45, with a contingency amount of \$70,787.46 for an aggregate amount of \$542,703.91.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: J. Walker

The vote was in favor.

Mr. O. Walker moved, seconded by Ms. Terracio, to reconsider Items 18 (a) – (c).

In Favor: Malinowski and J. Walker

Opposed: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

## 19. **OTHER ITEMS**

- a. A Resolution to appoint and commission Kyle Hughes as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Ms. McBride moved, seconded by Ms. Terracio, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Ms. Newton moved, seconded by Ms. Terracio, to reconsider this item.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

- b. Taylor's Community Improvement Funds – Mr. Brown stated this item was previously before Council. At this point, there are a couple options Council can take. He stated they reached out to the Recreation Commission, and they did not have any recommendations on how to apply these funds.

Ms. Newton noted, in the agenda packet, it was mentioned that there is a Recreation Commission park nearby. She inquired if this park was built subsequent to us receiving the \$300,000, and how the park is being used.

Mr. Brown responded, during the course of conversations about the community, he and Dr. Thompson drove the area, and came upon the park. The park was not open at the time due to COVID, but it appears to be a relatively new park.

Ms. McBride inquired if Mr. Brown heard from the Recreation Commission after the agenda packets were distributed.

Mr. Brown responded he reached out to the Recreation Commission Director and noted there had been no communication from the Recreation Commission on this item. Ms. Watkins indicated that was correct, and they had not given any feedback on how the County should utilize funds for the community.

Mr. Crooks stated, to address Ms. Newton's question, there is a park in this area. It appears there have been renovations and additions made to it recently. He noted the park is located in the area for which these funds are to be utilized. He stated staff has two (2) recommendations:

- (a) To move forward with developing a detailed project plan for the expenditure of the \$300,000 allocated to the Taylor's Community, in developing and implementing the Rail-to-Trail Art Alley;

(b) To move forward with developing a detailed project plan for the expenditure of the \$300,000 allocated to the Taylors Community, in implementing the beautification measures, i.e., public art, gateway signage, and community scavenger hunt, in a coordinated manner.

Mr. Malinowski stated his concern is we have a private company that is giving money to private community. He does not see why the County has gotten in the middle. He believes the money should be turned over to a responsible party in the community (i.e. HOA).

Mr. Malinowski moved, seconded by Mr. J. Walker, to provide the funds to the community for them to use as they see fit.

Ms. Terracio inquired who in the community would receive the funds.

Mr. Malinowski responded it could be given to the HOA or an official organization representing the community.

Ms. McLean noted this funding came to the County through an economic development agreement. If we are going to undo that, we need to take that into consideration.

Mr. J. Walker stated, it is his understanding, when we investigated this transaction there was no formal agreement that came through our EDC Department. The EDC Department was just as confused as everyone, as it pertains to the \$300,000, and its appropriate use, which is what has created the confusion we are dealing with today.

Ms. McLean responded, when we previously discussed this issue, that is what everyone thought. At that time, Ms. Hamm did some research, and found the language in the economic development agreement with Project Reign.

Mr. J. Walker withdrew his second.

Ms. Newton noted she had a lot of questions she would like to have addressed before moving forward. For example: (a) Is there a HOA; and (b) What are the community expectations.

Mr. J. Walker moved, seconded by Mr. Malinowski, to defer this item to the May 18<sup>th</sup> Council meeting.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

20. **EXECUTIVE SESSION** – There were no items for Executive Session.

21. **MOTIONS PERIOD**

- a. Redistricting will need to be done by the election in 2022. I request the Administrator to begin the process toward that end so we are not behind when the time arrives to provide the needed information [MALINOWSKI] – This motion will be addressed by Administration.

**Regular Session  
May 4, 2021**

**-12-**

20 of 404



22. **ADJOURNMENT** – The meeting adjourned at approximately 8:06 PM



## Report of the County Administrator

Regular Session Meeting- May 18, 2021

### 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).

\*Level of Incidence remains in Moderate tier for current reporting period with Incidence Rate continuing to see declining numbers

\*Percent Positive remains below 5% for current reporting period

#### 2. Emergency Rental Assistant Program Statistics

##### Approved Payments:

Richland County ERAP – RC SCP Approved Payments To Date as of 05/13/2021 AM		
LANDLORD/UTILITIES		
Rental Arrears	Future Rent	Utility Arrears
\$715,818.76	\$557,131.77	\$134,101.05
TENANTS		
Rental Arrears	Future Rent	Utility Arrears
\$53,021.27	\$42,372.00	\$0.00
Applications Approved by SCP To Date: 266		
Total Funds Approved To Date:		
<b>\$1,502,444.85</b>		

### 3. New CDC Guidance for Fully Vaccinated Individuals

Fully vaccinated people can:

- Resume activities without wearing masks or physically distancing, except where required by federal, state, local, tribal, or territorial laws, rules and regulations, including local business and workplace guidance
- Resume domestic travel and refrain from testing before or after travel or self-quarantine after travel
- Refrain from testing before leaving the United States for international travel (unless required by the destination) and refrain from self-quarantine after arriving back in the United States
- Refrain from testing following a known exposure, if asymptomatic, with some exceptions for specific settings
- Refrain from quarantine following a known exposure if asymptomatic
- Refrain from routine screening testing if feasible

For now, fully vaccinated people should continue to:

- Get tested if experiencing [COVID-19 symptoms](#)
- Follow CDC and health department travel requirements and recommendations

#### LAND DEVELOPMENT CODE REWRITE REMINDER:

Residents and property owners have multiple ways to learn more about and comment on the new LDC:

- **Meetings with Richland County staff:** Residents can discuss concerns, ask questions and submit comments during one-on-one in-person, phone and Zoom appointments with Community Planning and Development staff during business hours on Mondays and Fridays. Use the [County's scheduler app](#) to set up an appointment or email County staff directly:
  - Brian Crooks, interim Planning Services manager ([Crooks.Brian@richlandcountysc.gov](mailto:Crooks.Brian@richlandcountysc.gov))
  - Tommy DeLage, assistant Zoning administrator ([DeLage.Tommy@richlandcountysc.gov](mailto:DeLage.Tommy@richlandcountysc.gov))
- **Public forums:** These virtual Zoom meetings are scheduled in the morning and evening for residents' convenience and will also be streamed live and recorded on [the County's YouTube page](#). For more information, visit the [Events page](#).
  - 11:30 a.m. Tuesday, May 25
  - 9:30 a.m. Wednesday, May 26
  - 3:30 p.m. Wednesday, May 26
  - 6 p.m. Thursday, May 27
- **Public comment period:** Residents can submit comments on the draft LDC directly via [the project website](#) or by emailing Crooks or DeLage.

Residents with questions about the LDC rewrite can also contact staff directly via [Community Planning and Development's webpage](#).

Visit [www.weplantogether.org](http://www.weplantogether.org) or [Community Planning & Development](#) for more information.

So far staff has received two calls and one email regarding the LDC Rewrite to date. By way of the various individual stakeholder meetings, staff has noted over 20 different comments from the groups.

Staff is working to place printed copies in Richland County library locations.

Subject to Council's approval, the projected timeline for 1<sup>st</sup> Reading is June 22<sup>nd</sup>, which will include an initial public hearing; 2<sup>nd</sup> Reading would be July 13<sup>th</sup>; and 3<sup>rd</sup> Reading would be scheduled for July 20<sup>th</sup>, along with an additional public hearing on the LDC. In between the listed dates, staff would have a Council work session scheduled for June 24<sup>th</sup> for the LDC text. There is a work session for the LDC Remapping scheduled for May 20<sup>th</sup>.

#### ADDITIONAL UPDATES FOR CONSIDERATION:

COVID-19 Pfizer Vaccine available for everyone 12 years of age and older

**ATTACHMENTS:**

1. COVID-19 Statistical Data
2. Emergency Rental Assistant Application Repoert: May 10, 2021
3. ERA Distribution Projections as of May 13, 2021
4. New CDC Safe Activities Infographic

Number of Tests

21,497

Select Date Range  
to Filter Page Values

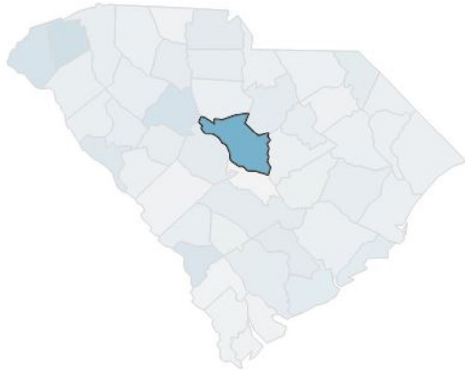
4/29/2021

5/11/2021

Percent Positive

3.9% [Attachment 1](#)

Rate of COVID-19 Tests Performed per 10,000 population, by County



Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
<b>Antibody (Serology)</b>	75	38	113
<b>Antigen</b>	3,791	269	4,060
<b>Viral (Molecular)</b>	16,640	684	17,324
<b>Grand Total</b>	20,506	991	21,497

**3.2%** of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

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

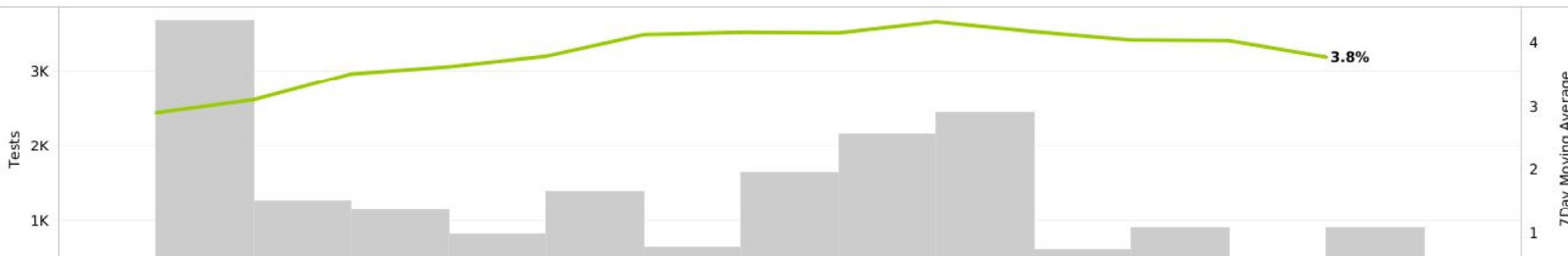
\*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.



Moving 7 Day Average Percent Positive of COVID-19 Tests

■ Total Viral (Molecular) Tests  
■ Count of Positive Viral Tests  
■ 7d Moving Average Percent Positive

Note: Tooltips Display Percent Positive for the current day and moving 7 day average. Percent Positive is calculated using the Test/Test method.



Tests

716,596

Cases

46,629

Hospitalizations

1,396

Deaths

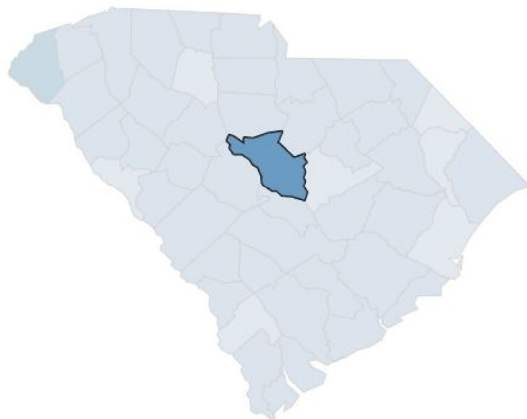
560

**Two Week Cumulative Incidence Rate**

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (4/28/2021 - 5/11/2021) 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

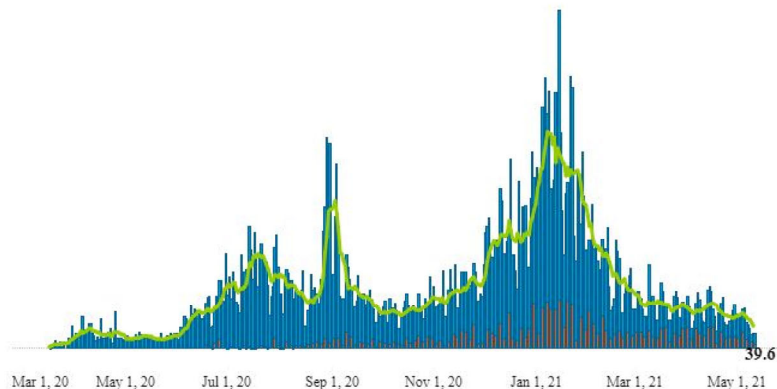
Click the county again to return to the full state map



**COVID-19 Cases per Day**

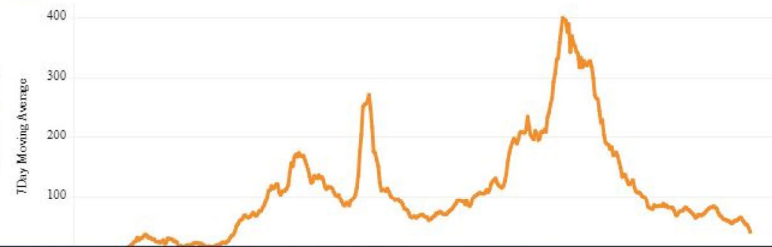
County Displayed: Richland

- Count of Confirmed Cases
- Count of Probable Cases
- Moving Average 7 day



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

■ Midlands



Low; 0-50

Moderate; 51-200

High; >200

**Recovery Estimate South Carolina**

97.4%

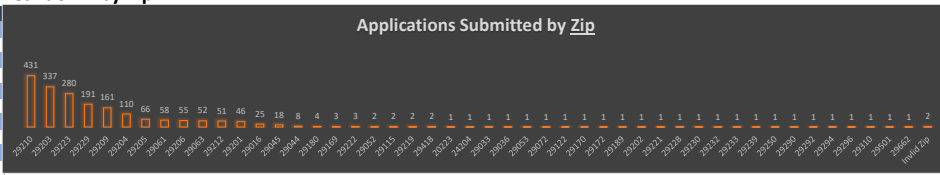
# Richland County Cases Breakdown by Category

Current Date **5/10/2021**  
 Project Start Date **4/5/2021**  
 Total Case Count **1934**



## Applications Breakdown by Zip

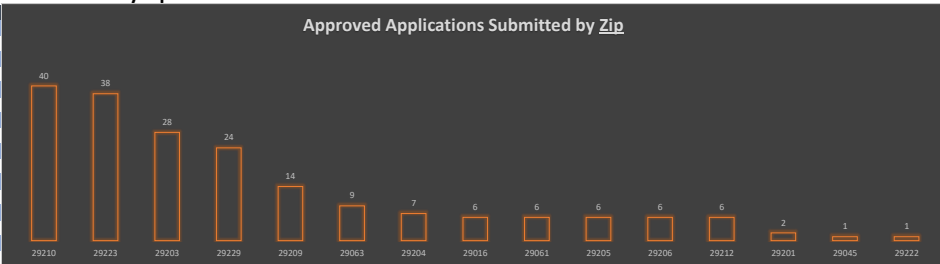
Top 10 Zips	Count
29210	431
29203	337
29223	280
29229	191
29209	161
29204	110
29205	66
29061	58
29206	55
29063	52



\*\*Cases coming from 47 zip codes in total. 25 Zips only have 1 case  
 \*\*Zip record not in the right format/digits considered "Invalid Zip", Zip in 9 digits take first 5 digits as Zip record

## Approved Applications Breakdown by Zip

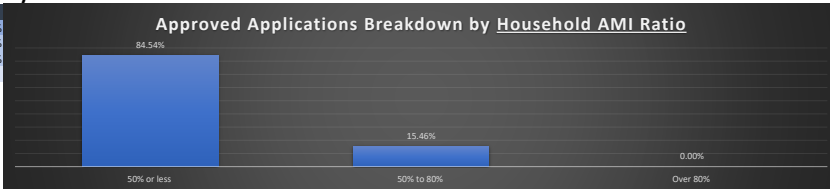
Approved Applications Zips	Count
29210	40
29223	38
29203	28
29229	24
29209	14
29063	9
29204	7
29016	6
29061	6
29205	6
29206	6
29212	6
29201	2
29045	1
29222	1
Grand Total	194



\*\*Approved Cases coming from 15 valid zip codes in total  
 \*\*Zip record not in the right format/digits considered "Invalid Zip"

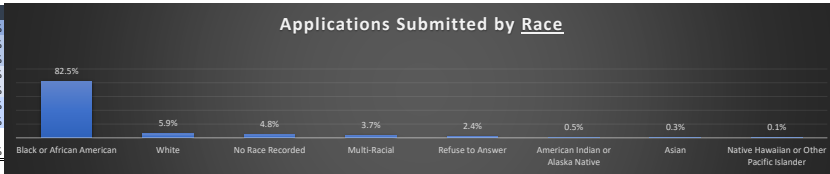
## Approved Applications Breakdown by Household AMI Ratio

Household AMI level	Count	%
50% or less	164	84.54%
50% to 80%	30	15.46%
Over 80%	0	0.00%
Grand Total	194	



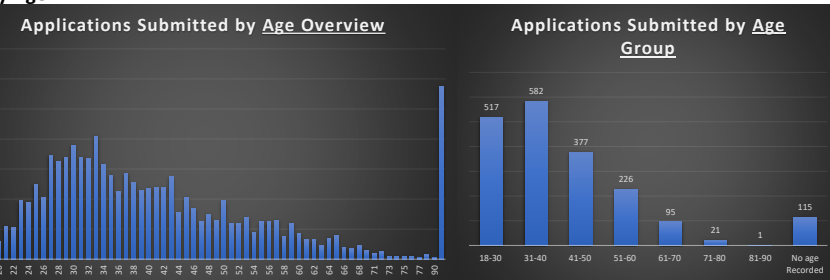
## Applications Breakdown by Race

Race	Count	%
Black or African American	1595	82.5%
White	115	5.9%
No Race Recorded	92	4.8%
Multi-Racial	71	3.7%
Refuse to Answer	46	2.4%
American Indian or Alaska Native	9	0.5%
Asian	5	0.3%
Native Hawaiian or Other Pacific Islander	1	0.1%
Total Case Count	1934	



## Applications Breakdown by Age

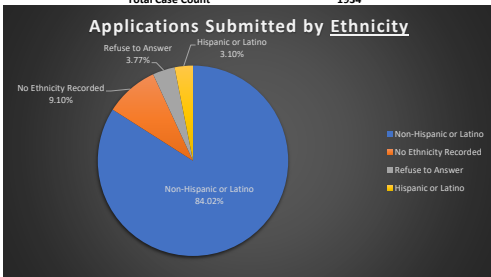
Age Group	Count	%
18-30	517	26.7%
31-40	582	30.1%
41-50	377	19.5%
51-60	226	11.7%
61-70	95	4.9%
71-80	21	1.1%
81-90	1	0.1%
No age Recorded	115	5.9%
Total Case Count	1934	



\*\*All ages under 18 years old considered "No Age Recorded"

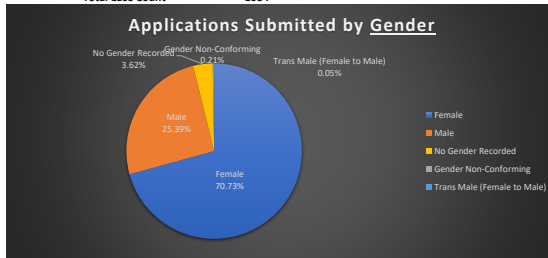
## Applications Breakdown by Ethnicity

Ethnicity	Count	%
Non-Hispanic or Latino	1625	84.0%
No Ethnicity Recorded	176	9.1%
Refuse to Answer	73	3.8%
Hispanic or Latino	60	3.1%
Total Case Count	1934	



## Applications Breakdown by Gender

Gender	Count	%
Female	1368	70.7%
Male	491	25.4%
No Gender Recorded	70	3.6%
Gender Non-Conforming	4	0.2%
Trans Male (Female to Male)	1	0.1%
Total Case Count	1934	



\*\*Please note - data presented in this report has been exported directly from Neighborly for all submitted cases. Some cases have not yet been reviewed\*\*



**Calculations as of COB 5/12/21**

Files Approved	266
Total Funds Approved	\$ 1,502,444.85
Average Award	\$ 5,648.29
Grantee Award Amount	\$ 12,573,547.40
90% Distribution	\$ 11,316,192.66
75% Target Amount	\$ 8,487,144.50
65% Target Amount	\$ 7,355,525.23
Work Days Remaining	98

## Attachment 3

**This is the running totals as of today and the key metrics (dollars awarded to the County, key target amounts, working days left before September 30th, etc.).**

May 12 Jun 22 Jul 21 Aug 22 Sep 21

**65% Target Goal by Sep 30**

Total Files Needed	1,036.26
Files Needed/Day	3.896

**Based on the table above, this is how many files a day we have to average to reach our 65% target by Sept 30th**

**75% Total Goal by Sep 30**

Total Files Needed	1,236.60
Files Needed/Day	4.65

**Based on the first table, this is how many files a day we have to average to reach our 75% target by Sept 30th**

**If Today is the Norm**

Files Approved Today	22
Average Amount	\$ 5,530.64

**This is the production we did today.**

**100% Target Amount**

Files Completed	1,774
Working Days to Finish	80.66
Date	9/6/2021

**If the production we did today became our normal production, this is the date we expect to spend all of our ERAP money.**

**% of Funds Spent on September 30th\***

Files Completed	2,422
Amount Distributed	\$ 13,426,494.88
% Spent	118.65%



























**If the production we did today became our normal production, this is the amount of money we expect to spend by September 30th.**

\*= Assume we repeat today's performance for the remainder of the project

# Choosing Safer Activities

Attachment 4

Accessible link: <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/participate-in-activities.html>

	Unvaccinated People	Examples of Activities	Fully Vaccinated People
		<b>Outdoor</b>	
Safest		Walk, run, wheelchair roll, or bike outdoors with members of your household	
		Attend a small, outdoor gathering with fully vaccinated family and friends	
		Attend a small, outdoor gathering with fully vaccinated and unvaccinated people	
Less Safe		Dine at an outdoor restaurant with friends from multiple households	
Least Safe		Attend a crowded, outdoor event, like a live performance, parade, or sports event	
		<b>Indoor</b>	
Less Safe		Visit a barber or hair salon	
		Go to an uncrowded, indoor shopping center or museum	
		Attend a small, indoor gathering of fully vaccinated and unvaccinated people from multiple households	
Least Safe		Go to an indoor movie theater	
		Attend a full-capacity worship service	
		Sing in an indoor chorus	
		Eat at an indoor restaurant or bar	
		Participate in an indoor, high intensity exercise class	

## Get a COVID-19 vaccine



**Prevention measures not needed**



**Take prevention measures**

Wear a mask, stay 6 feet apart, and wash your hands.

- Safety levels assume the recommended prevention measures are followed, both by the individual and the venue (if applicable).
- CDC cannot provide the specific risk level for every activity in every community. It is important to consider your own personal situation and the risk to you, your family, and your community before venturing out.



[cdc.gov/coronavirus](https://cdc.gov/coronavirus)

## Richland County Council Request for Action

**Subject:**

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 a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters

**Notes:**

First Reading: March 16, 2021

Second Reading: April 6, 2021

Third Reading:

Public Hearing: May 18, 2021

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

**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 A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO CATAWBA APARTMENTS, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT CATAWBA; 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 (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), 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, Catawba Apartments, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Catawba (the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public

Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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 Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

**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, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, 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, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

**Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.** The Public 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.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: March 16, 2021  
Second Reading: April 6, 2021  
Public Hearing: May 18, 2021  
Third Reading: May 18, 2021

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

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**CATAWBA APARTMENTS, LLC**

**Effective as of: May 18, 2021**



## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of May 18, 2021 (“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 CATAWBA APARTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Catawba (as hereinafter defined “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 (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public 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 “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, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on May 18, 2021 (“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 comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [●], 2021 in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, 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 Public Infrastructure, including, but not limited to, the Company Public Infrastructure, as defined below, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

**Section 1.2. *Representations and Covenants by the Company.*** The Company represents 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;
- (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; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

## ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$72,000,000 in taxable property in the Project ("Investment Commitment") by May 18, 2026 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

**Section 2.2. Public Infrastructure Commitment.**

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

**Section 2.3. Public Infrastructure Credit.**

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit, the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement (“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 PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC 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 PUBLIC 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 PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, as defined on Exhibit C hereto, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit D, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Public Infrastructure Credit.** The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are “Events of Default” under this 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) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2026;

(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 **Sections 2.1** and **2.2** of this Agreement 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 this 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 this 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; (iii) verifying the investment in the Company Public Infrastructure; and (iv) 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 interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

**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.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

**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 statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company 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 Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company 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 Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company 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 Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.





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 Public 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 LEFT 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 PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, CATAWBA APARTMENTS, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**CATAWBA APARTMENTS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**919 Catawba Street**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING SHOWN AS T.M.S. 08914-08-02, 03, 04, 05, 06, AND 08 ON A PLAT OF 3.449 ACRES PREPARED FOR HARRY P. SULLINS BY POWER ENGINEERING CO., INC. DATED DECEMBER 19, 1989 AND RECORDED IN PLAT BOOK 52, PAGE 8840 WITH THE PROPERTY BEING WITHIN THE FOLLOWING METES AND BOUNDS: BEGINNING AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF LINCOLN STREET AND CATAWBA STREET AND RUNNING NORTH 27-08-41 WEST FOR 163.24' ALONG THE EASTERN SIDE OF LINCOLN STREET; THENCE TURNING AND RUNNING NORTH 62-26-15 EAST FOR 91.97' ALONG THE PROPERTY OF N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING NORTH 27-08-41 WEST FOR 23.00' ALONG THE PROPERTY N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING SOUTH 62-26-15 WEST FOR 91.97' ALONG THE PROPERTY N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING NORTH 27-08-41 WEST FOR 22.28' ALONG THE EASTERN SIDE OF LINCOLN STREET; THENCE TURNING AND RUNNING NORTH 62-26-15 EAST 104.26' ALONG THE PROPERTY N/F OF MARION D. TURBEVILLE; THENCE TURNING AND RUNNING NORTH 27-22-42 WEST FOR 208.44' ALONG THE PROPERTY N/F OF MARION D. TURBEVILLE; THENCE TURNING AND RUNNING NORTH 62-44-10 EAST FOR 313.02' ALONG THE SOUTHERN SIDE OF RICE STREET; THENCE TURNING AND RUNNING SOUTH 27-16-42 EAST FOR 417.40' ALONG THE WESTERN SIDE OF PARK STREET; THENCE TURNING AND RUNNING SOUTH 62-43-18 WEST FOR 417.40' ALONG THE NORTHERN SIDE OF CATAWBA STREET TO THE POINT OF BEGINNING.

**318 Lincoln Street**

ALL THAT PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING ONE-HALF (1/2) ACRES, MORE OR LESS, FOUND AT THE SOUTHEAST CORNER OF RICE STREET AND LINCOLN STREET; AND BEING FURTHER SHOWN ON THAT CERTAIN PLAT PREPARED FOR MARION D. TURBEVILLE, ET AL. BY COX AND DINKINS, INC. DATED FEBRUARY 28, 1986 AND RECORDED IN PLAT BOOK 50 AT 7604 AND IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY, AND SAID LOT OF LAND HAVING THE MEASUREMENTS AND BOUNDARIES AS SHOWN ON THE SAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE.

**312 Lincoln Street**

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, SITUATE, LYING AND BEING ON LINCOLN STREET, IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING FURTHER DESCRIBED AS BEING BOUNDED ON THE: WEST BY LINCOLN STREET FOR A DISTANCE OF TWENTY-THREE (23) FEET, MORE OR LESS; NORTH BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF NINETY-TWO AND FIVE TENTHS (92.5) FEET, MORE OR LESS; EAST BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF TWENTY-THREE (23) FEET, MORE OR LESS; AND SOUTH BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF NINETY-TWO AND FIVE TENTHS (92.5) FEET, MORE OR LESS.

**EXHIBIT B** (See Section 2.2)

**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes a parking deck for residents of the development that will provide spaces dedicated to public parking on the ground floor. In addition to the parking deck, the Company Public Infrastructure will consist of general infrastructure benefiting the public, including, but not limited to, (i) enhanced streetscaping and landscaping along Catawba and Lincoln Streets, including surface parking spaces for public use, (ii) water, sewer and stormwater improvements, (iii) environmental cleanup, including the remediation of coal waste associated with the former Pinstch Gas Works facility, and (iv) blight eradication, including the removal of two vacant light-industrial buildings to create a connection between the University of South Carolina’s Greek Village and the Granby Mills neighborhood. The anticipated total cost of the Company Public Infrastructure is approximately \$7,800,000, and is further detailed below:

<b>Company Public Infrastructure Budget Estimate</b>	
<b>Description</b>	<b>Budget</b>
Streetscaping/Landscaping ( <i>*including public surface parking</i> )	\$500,000
Water/Sewer/Stormwater Improvements	\$579,148
Water/Sewer/Stormwater Improvements Impact Fees	\$750,000
Parking Deck	\$5,000,000
Eradication of Blight	\$350,000
Environmental Cleanup	\$500,000
General Conditions	\$120,852
<b>Total Projected Company Public Infrastructure Costs</b>	<b>\$7,800,000</b>

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

**EXHIBIT D (See Section 2.4)**

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



**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto

**Notes:**

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY  
ADMINISTRATION**

2020 Hampton Street, Suite 4069  
Columbia, SC 29204  
803-576-2050



**Agenda Briefing**

<b>Prepared by:</b>	Lori Thomas	<b>Title:</b>	Assistant County Administrator	
<b>Department:</b>	Administration	<b>Division:</b>		
<b>Date Prepared:</b>	April 22, 2021	<b>Meeting Date:</b>	May 04, 2021	
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 27, 2021	
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 27, 2021	
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 27, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM		
<b>Subject:</b>	Refunding Series 2004 Village at Sandhill Improvement District Assessment Revenue Bonds			

**STAFF’S RECOMMENDED ACTION:**

Staff recommends approval of an ordinance authorizing the issuance and sale of Assessment Revenue Bonds to refund the 2004 Assessment Revenue Bonds to reduce annual debt service by an average of \$165,000 and produce total cash flow savings related to this issue by approximately \$2,475,000.

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	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Please see Attachment – Richland County, South Carolina Village at Sandhill Improvement District Refunding Analysis – Assessment Revenue Bonds, Series 2004 produced by First Tryon Advisors

**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:**

Staff requests Council authorize the issuance and sale of Assessment Revenue Bonds to refund the Village of Sandhills Assessment Revenue Bonds, Series 2004. These bonds are now callable with no penalty and would remain tax exempt whether using market placement or bank private placement vehicles, which makes rates very favorable at this time. The refunding of this issue will reduce the annual debt service for this issue by an average of approximately \$165,000 and reduce cash flow by approximately \$2,475,000. These savings would be reflected in the assessments of those properties within the Village at Sandhills Improvement District.

To accomplish this, would require the approval of an ordinance by Council for the refunding. We would anticipate the closing on this issue in summer 2021.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

This savings would benefit the taxpayers in the Improvement District and have no impact on those outside the district.

#### **ATTACHMENTS:**

1. Richland County, South Carolina Village at Sandhill Improvement District Refunding Analysis – Assessment Revenue Bonds, Series 2004 produced by First Tryon Advisors
2. Ordinance
3. Draft Ordinance

**Richland County, South Carolina**  
**Village at Sandhill Improvement District**  
 Refunding Analysis - Assessment Revenue Bonds, Series 2004

Refunded Bonds	Series 2004
Par Amount*	16,128,000
Maturities	11/1/21 - 11/1/36 (Term Bond)
Avg. Coupon	6.20%
Optional Redemption	Current @ 100%
Refunding Bonds	Series 2021
Par Amount	15,790,000
All-in True Interest Cost	4.692%
<b>Net PV Savings (\$)</b>	<b>1,732,898</b>
<b>Net PV Savings (%)</b>	<b>10.74%</b>
Average Annual Savings	165,224

Fiscal Year Ending	Cash Flow Savings
12/31/2022	164,599
12/31/2023	166,437
12/31/2024	166,648
12/31/2025	165,619
12/31/2026	167,349
12/31/2027	166,590
12/31/2028	164,308
12/31/2029	164,404
12/31/2030	163,728
12/31/2031	163,120
12/31/2032	166,360
12/31/2033	166,172
12/31/2034	162,521
12/31/2035	167,371
12/31/2036	163,139
<b>Total Cash Flow Savings</b>	<b>2,478,360</b>

\* Par amount refunded reflects prepayments made to date.

Assumptions:

- Closing on September 16, 2021
- Cost of Issuance: \$300,000
- Underwriter's Discount: \$15/Bond
- Level Annual Savings
- Equity contribution of \$1,118,968 at closing equal to 11/1/21 debt service
- Release of existing DSRF (\$809,799)
- Funding of new DSRF at 50% of Maximum Annual Debt Service
- Current Market Tax-Exempt Interest Rates as of April 14, 2021

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 003-04HR

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$25,000,000 THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, SERIES 2004; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM A SPECIAL ASSESSMENT ON PROPERTIES LOCATED WITHIN THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT; PROVIDING FOR THE EXECUTION OF A TRUST INDENTURE, CONTRACT OF PURCHASE AND OTHER DOCUMENTS RELATED THERETO; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1.      Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

"2004 Acquisition and Project Funding Agreement" shall mean that agreement by and between Richland County, South Carolina and Kahn Development Corp. dated such date as may be determined by the Chairman of Council and the County Administrator.

"Act" shall mean the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Administrative Expenses" shall mean the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Trust Indenture or any supplemental indenture including but not limited to costs of imposing and collecting Assessments, including the commissions, fees, expenses and any other charges of the Treasurer and the Property Appraiser (as such terms are defined in the Trust Indenture), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Trust Indenture).

"Assessment" shall mean an assessment imposed under the Act.

"Assessment Roll" shall mean all non *ad valorem* special assessments levied and collected by the County in connection with the Improvement District pursuant to the Act.

"Bonds" mean the not exceeding \$25,000,000 The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 to be issued in one or more series to finance the Improvements to be dated such date as may be determined by the Chairman of County Council and the County Administrator with advice from the County Attorney.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator between Municipality and the County.

"Contract of Purchase" means the Contract of Purchase between the Underwriter and the County.

"Council" means the Richland County Council.

"County" means Richland County, South Carolina.

"Improvement District" shall mean The Village at Sandhill Improvement District created by the Council under the Act pursuant to Ordinance No. 002-04HR.

"Improvement District Ordinance" means Ordinance No. 002-04HR of the Council wherein the Assessments are authorized to be imposed and collected.

"Improvements" means drainage system, roads, sanitary sewer system and water system, and such other public improvement as allowed by the Act.

"Ordinance" means this Ordinance No. 003-04HR of Council.

"Reimbursement Resolution" means that Resolution of Council adopted September 17, 2002, declaring the intention of the County to reimburse itself for certain expenditures incurred in connection with the Improvements from the proceeds of the Bonds.

"Trustee" means Regions Morgan Keegan Trust, its successors and assigns, as Trustee under the Trust Indenture, and any successor in such capacity.

"Trust Indenture" means the Trust Indenture (including any indenture supplemental thereto) dated such date as may be determined by the Chairman of Council and the County Administrator between the County and the Trustee, pursuant to which the Bonds will be issued.

"Underwriter" means Banc of America Securities LLC.

**Section 2. Findings and Determinations.** The Council 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 Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1896, as amended (the "Constitution") provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of



the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) In the Improvement District Ordinance, the Council has made findings that: (1) the Improvements are likely to significantly improve property values within the Improvement District by promoting the development of the property; (2) it would be fair and equitable to finance all or part of the cost of the Improvements by an Assessment upon the real property located within the Improvement District; and (3) written consent for the creation of an improvement district from a majority of the owners of real property within the Improvement District and having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District has been obtained.

(f) There is a need to acquire the Improvements. In order to finance the cost of the Improvements, the County has determined to enter into a transaction whereby the County will issue the Bonds, such Bonds to be paid from the revenues generated by the imposition and collection of assessments in the Improvement District.

(g) In order to secure the payments on the Bonds and Administrative Expenses, the County will pledge the revenues generated from the imposition and collection of the Assessments. The County will additionally assign its interest in certain funds created pursuant to the Trust Indenture to the Trustee for the benefit of the owners of the Bonds.

(h) There have been filed with the Clerk to Council forms of the Trust Indenture, Contract of Purchase, 2004 Acquisition and Project Funding Agreement, the Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of County Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Bonds.

Section 3. Approval of Transaction. The Council does hereby approve (a) the issuance of the Bonds as described herein; (b) the use of the proceeds of the issuance of the Bonds to pay the costs of the Improvements, the payment of interest coming due on the Bonds during the construction period thereof, and the costs associated with the issuance of the Bonds; (c) the pledge and application of the revenues generated from the imposition and collection of the Assessments for payment of the Bonds and Administrative Expenses.

Section 4. Approval of Trust Indenture and Delegation of Authority. The form, terms and provisions of the Trust Indenture, a copy of which is attached hereto as Exhibit A and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Trust Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Trust Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, provided that there is no material change to the County's liabilities. The Chairman's execution and delivery of the Trust Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form

of the Trust Indenture attached hereto as Exhibit A. Any amendments to the Trust Indenture shall be executed in the same manner.

Section 6. Establishment of Revenue Fund. There is hereby established an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected. This fund shall be known as the "Revenue Fund" and all Assessments levied and collected shall be deposited into such Revenue Fund and as such shall be disbursed according to the provisions of the Trust Indenture.

Section 7. Approval of Contract of Purchase and Delegation of Authority. The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit B. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 8. Approval of 2004 Acquisition and Project Funding Agreement and Delegation of Authority. The form, terms and provisions of the 2004 Acquisition and Project Funding Agreement, a copy of which is attached hereto as Exhibit C and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2004 Acquisition and Project Funding Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the 2004 Acquisition and Project Funding Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the 2004 Acquisition and Project Funding Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2004 Acquisition and Project Funding Agreement attached hereto as Exhibit C. Any amendments to the 2004 Acquisition and Project Funding Agreement shall be executed in the same manner.

Section 9. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority. The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit D (the "Preliminary LOM") and filed with the Clerk to Council be and hereby is approved for distribution by the Underwriter and the Final Limited Offering Memorandum in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The County Council hereby "deems final" the Preliminary LOM for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Chairman of the County Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit D.

Section 10. Approval of Continuing Disclosure Agreement and Delegation of Authority. The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit E and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit E. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

Section 11. Approval of Special Assessment Report, Rate and Method of Apportionment of Assessments and Assessment Roll. The terms and provisions of the Special Assessment Report, the Rate and Method of Apportionment of Assessments including the Assessment Roll, copies of which are attached hereto as Exhibits F and G, respectively, and filed with the Clerk to Council, be and hereby are approved including any changes or modifications therein having been made; provided that such changes or modifications shall be approved as corrections by resolution of the County Council at the time of hearing of any objections to the Assessments.

Section 12. Trustee, Registrar and Paying Agent. The County hereby appoints Regions Morgan Keegan Trust as Trustee, under the terms and conditions provided in the Trust Indenture. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Regions Morgan Keegan Trust does not serve as Trustee under the Trust Indenture.

Section 13. Authorization. The Chairman and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated by this Ordinance.

Section 14. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 15. Arbitrage Covenant. The County agrees and covenants that it will comply with all applicable portions of the Code, as in effect or hereafter amended, including Sections 103 and 141 through 150 thereof, and the regulations of the Treasury Department thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest components of the payments made pursuant to the Trust Indenture, including without limitation the proper use and expenditure of proceeds of the Bonds, the observation of the applicable investment limitations provided in the Code, the filing of information reports with the Internal Revenue Service and the rebate of certain arbitrage earnings on such proceeds to the United States Government. The County Administrator is hereby authorized to execute a Federal Tax Certificate in compliance with the provisions of this paragraph.

Section 16. Repeal of Conflicting Ordinances; Severability. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval. The

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

ADOPTED THIS 2<sup>nd</sup> DAY OF March, 2004.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: Bernice G. Scott  
Bernice G. Scott  
Chairperson, Richland County Council

ATTEST:

Michelle Cannon-Finch  
Michelle Cannon-Finch  
Clerk to Council

APPROVED AS TO LEGAL FORM ONLY  
NO OPINION RENDERED AS TO CONTENT

Amelia R. Linder

Asst. County Attorney

First Reading: January 6, 2004

Second Reading: January 20, 2004

Third Reading: March 2, 2004

**EXHIBIT A**

**FORM OF TRUST INDENTURE  
(On File with Clerk to Council)**

**Master Trust Indenture**

(see Tab 7 for executed copy)

**EXHIBIT B**

**CONTRACT OF PURCHASE  
(On file with Clerk to Council)**



**Contract of Purchase**

(see Tab 10 for executed copy)

**EXHIBIT C**

**2004 ACQUISITION AND PROJECT FUNDING AGREEMENT  
(On file with Clerk to Council)**

**Acquisition and Funding Agreement**

(see Tab 6 for executed copy)

**EXHIBIT D**

**PRELIMINARY LIMITED OFFERING MEMORANDUM**  
**(On file with Clerk to Council)**

**Preliminary Limited Offering Memorandum**

(see Tab 9)

**EXHIBIT E**  
**CONTINUING DISCLOSURE AGREEMENT**  
**(On file with Clerk to Council)**

**Continuing Disclosure Agreement**

(see Tab 20 for executed copy)

**EXHIBIT F**  
**SPECIAL ASSESSMENT REPORT**  
**(On file with Clerk to Council)**



**Special Assessment Report**

(see Tab 4(e))

**EXHIBIT G**

**RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS  
INCLUDING  
ASSESSMENT ROLL**

**(On file with Clerk to Council)**

**Rate and Method of Apportionment of Assignments**

(see Tab 4(d))

**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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**ORDINANCE NO. \_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.**

**THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:**

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(b) Pursuant to County Public Works Improvement Act, codified at Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended ("Assessment District Act"), the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement., expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(c) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 002-04HR to create the Village at Sandhill Improvement District ("Sandhill District").

(d) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 003-04HR ("2004 Bond Ordinance") to authorize the issuance of revenue bonds secured by assessments on properties located within the Sandhill District ("District Properties"), the proceeds of which were intended to finance the construction of eligible projects within the Assessment District.

(e) On March 31, 2004, under the terms of the 2004 Bond Ordinance, a Master Trust Indenture dated as of March 1, 2004 ("Master Trust Indenture") between the County and Regions Bank, as trustee ("Trustee") and a First Supplemental Trust Indenture dated as of March 1, 2004 between the County and the Trustee, the County issued its \$25,000,000 Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 ("2004 Bonds").

(f) Pursuant to the Assessment District Act and Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (collectively, "Refunding Act"), the County may issue refunding bonds to refinance any revenue bonds issued by the County.

(g) The County has determined that it may achieve debt service savings through the refunding of all or a portion of 2004 Bonds ("Refunding"), which savings will translate to reduced assessments charged on District Properties.

(h) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of refunding revenue bonds of the County pursuant to the provisions of the Constitution and the Refunding Act, in an amount not to exceed \$18,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** In accordance with the terms of the Master Trust Indenture, the County is authorized to issue not exceeding \$18,000,000 in refunding revenue bonds to be designated “Village at Sandhill Improvement District Assessment Refunding Revenue Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued. The Bonds shall be limited obligations of the County payable solely from the Pledged Revenues and Pledged Funds as described in the Master Trust Indenture and shall not constitute either a pledge of the full faith and credit or a charge against the general credit or taxing power of the County. Finally, the Bonds will not count against the County’s eight percent debt limit established by the Constitution.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator, or his lawful designee (“County Administrator”), the authority to carry out all of the necessary requirements of the Master Trust Indenture, including the negotiation of supplemental indenture providing for the details of the Bonds (“Supplemental Indenture”) as well as all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Execution of Bonds.*** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication.

**SECTION 5. *Preliminary and Final Limited Offering Memorandum.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Limited Offering Memorandum and a final Limited Offering Memorandum according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Limited Offering Memorandum and final Limited Offering Memorandum in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Limited Offering Memorandum on behalf of the County in accordance with Rule 15c-12.

**SECTION 6. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 7. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.***

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”), with the advice of the County’s bond counsel and financial advisor, to execute and consent to such documents and instruments as may be necessary to effect this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds, are hereby approved, ratified and confirmed in all respects.

**SECTION 8. *Retention of Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond and disclosure counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 9. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 10. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds issued hereunder.



RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

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**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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**THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:**

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(b) Pursuant to County Public Works Improvement Act, codified at Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended ("Assessment District Act"), the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(c) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 002-04HR to create the Village at Sandhill Improvement District ("Sandhill District").

(d) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 003-04HR ("2004 Bond Ordinance") to authorize the issuance of revenue bonds secured by assessments on properties located within the Sandhill District ("District Properties"), the proceeds of which were intended to finance the construction of eligible projects within the Assessment District.

(e) On March 31, 2004, under the terms of the 2004 Bond Ordinance, a Master Trust Indenture dated as of March 1, 2004 ("Master Trust Indenture") between the County and Regions Bank, as trustee ("Trustee") and a First Supplemental Trust Indenture dated as of March 1, 2004 between the County and the Trustee, the County issued its \$25,000,000 Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 ("2004 Bonds").

(f) Pursuant to the Assessment District Act and Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (collectively, "Refunding Act"), the County may issue refunding bonds to refinance any revenue bonds issued by the County.

(g) The County has determined that it may achieve debt service savings through the refunding of all or a portion of 2004 Bonds ("Refunding"), which savings will translate to reduced assessments charged on District Properties.

(h) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of refunding revenue bonds of the County pursuant to the provisions of the Constitution and the Refunding Act, in an amount not to exceed \$18,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** In accordance with the terms of the Master Trust Indenture, the County is authorized to issue not exceeding \$18,000,000 in refunding revenue bonds to be designated “Village at Sandhill Improvement District Assessment Refunding Revenue Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued. The Bonds shall be limited obligations of the County payable solely from the Pledged Revenues and Pledged Funds as described in the Master Trust Indenture and shall not constitute either a pledge of the full faith and credit or a charge against the general credit or taxing power of the County. Finally, the Bonds will not count against the County’s eight percent debt limit established by the Constitution.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator, or his lawful designee (“County Administrator”), the authority to carry out all of the necessary requirements of the Master Trust Indenture, including the negotiation of supplemental indenture providing for the details of the Bonds (“Supplemental Indenture”) as well as all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Execution of Bonds.*** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication.

**SECTION 5. *Preliminary and Final Limited Offering Memorandum.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Limited Offering Memorandum and a final Limited Offering Memorandum according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Limited Offering Memorandum and final Limited Offering Memorandum in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Limited Offering Memorandum on behalf of the County in accordance with Rule 15c-12.

**SECTION 6. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986,

as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 7. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.***

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”), with the advice of the County’s bond counsel and financial advisor, to execute and consent to such documents and instruments as may be necessary to effect this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds, are hereby approved, ratified and confirmed in all respects.

**SECTION 8. *Retention of Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond and disclosure counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 9. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 10. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds issued hereunder.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

*(SEAL)*

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 003-04HR

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$25,000,000 THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, SERIES 2004; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM A SPECIAL ASSESSMENT ON PROPERTIES LOCATED WITHIN THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT; PROVIDING FOR THE EXECUTION OF A TRUST INDENTURE, CONTRACT OF PURCHASE AND OTHER DOCUMENTS RELATED THERETO; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1.      Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

"2004 Acquisition and Project Funding Agreement" shall mean that agreement by and between Richland County, South Carolina and Kahn Development Corp. dated such date as may be determined by the Chairman of Council and the County Administrator.

"Act" shall mean the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Administrative Expenses" shall mean the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Trust Indenture or any supplemental indenture including but not limited to costs of imposing and collecting Assessments, including the commissions, fees, expenses and any other charges of the Treasurer and the Property Appraiser (as such terms are defined in the Trust Indenture), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Trust Indenture).

"Assessment" shall mean an assessment imposed under the Act.

"Assessment Roll" shall mean all non *ad valorem* special assessments levied and collected by the County in connection with the Improvement District pursuant to the Act.

"Bonds" mean the not exceeding \$25,000,000 The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 to be issued in one or more series to finance the Improvements to be dated such date as may be determined by the Chairman of County Council and the County Administrator with advice from the County Attorney.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.



"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator between Municipality and the County.

"Contract of Purchase" means the Contract of Purchase between the Underwriter and the County.

"Council" means the Richland County Council.

"County" means Richland County, South Carolina.

"Improvement District" shall mean The Village at Sandhill Improvement District created by the Council under the Act pursuant to Ordinance No. 002-04HR.

"Improvement District Ordinance" means Ordinance No. 002-04HR of the Council wherein the Assessments are authorized to be imposed and collected.

"Improvements" means drainage system, roads, sanitary sewer system and water system, and such other public improvement as allowed by the Act.

"Ordinance" means this Ordinance No. 003-04HR of Council.

"Reimbursement Resolution" means that Resolution of Council adopted September 17, 2002, declaring the intention of the County to reimburse itself for certain expenditures incurred in connection with the Improvements from the proceeds of the Bonds.

"Trustee" means Regions Morgan Keegan Trust, its successors and assigns, as Trustee under the Trust Indenture, and any successor in such capacity.

"Trust Indenture" means the Trust Indenture (including any indenture supplemental thereto) dated such date as may be determined by the Chairman of Council and the County Administrator between the County and the Trustee, pursuant to which the Bonds will be issued.

"Underwriter" means Banc of America Securities LLC.

**Section 2. Findings and Determinations.** The Council 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 Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1896, as amended (the "Constitution") provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of

the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) In the Improvement District Ordinance, the Council has made findings that: (1) the Improvements are likely to significantly improve property values within the Improvement District by promoting the development of the property; (2) it would be fair and equitable to finance all or part of the cost of the Improvements by an Assessment upon the real property located within the Improvement District; and (3) written consent for the creation of an improvement district from a majority of the owners of real property within the Improvement District and having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District has been obtained.

(f) There is a need to acquire the Improvements. In order to finance the cost of the Improvements, the County has determined to enter into a transaction whereby the County will issue the Bonds, such Bonds to be paid from the revenues generated by the imposition and collection of assessments in the Improvement District.

(g) In order to secure the payments on the Bonds and Administrative Expenses, the County will pledge the revenues generated from the imposition and collection of the Assessments. The County will additionally assign its interest in certain funds created pursuant to the Trust Indenture to the Trustee for the benefit of the owners of the Bonds.

(h) There have been filed with the Clerk to Council forms of the Trust Indenture, Contract of Purchase, 2004 Acquisition and Project Funding Agreement, the Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of County Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Bonds.

Section 3. Approval of Transaction. The Council does hereby approve (a) the issuance of the Bonds as described herein; (b) the use of the proceeds of the issuance of the Bonds to pay the costs of the Improvements, the payment of interest coming due on the Bonds during the construction period thereof, and the costs associated with the issuance of the Bonds; (c) the pledge and application of the revenues generated from the imposition and collection of the Assessments for payment of the Bonds and Administrative Expenses.

Section 4. Approval of Trust Indenture and Delegation of Authority. The form, terms and provisions of the Trust Indenture, a copy of which is attached hereto as Exhibit A and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Trust Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Trust Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, provided that there is no material change to the County's liabilities. The Chairman's execution and delivery of the Trust Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form

of the Trust Indenture attached hereto as Exhibit A. Any amendments to the Trust Indenture shall be executed in the same manner.

Section 6. Establishment of Revenue Fund. There is hereby established an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected. This fund shall be known as the "Revenue Fund" and all Assessments levied and collected shall be deposited into such Revenue Fund and as such shall be disbursed according to the provisions of the Trust Indenture.

Section 7. Approval of Contract of Purchase and Delegation of Authority. The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit B. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 8. Approval of 2004 Acquisition and Project Funding Agreement and Delegation of Authority. The form, terms and provisions of the 2004 Acquisition and Project Funding Agreement, a copy of which is attached hereto as Exhibit C and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2004 Acquisition and Project Funding Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the 2004 Acquisition and Project Funding Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the 2004 Acquisition and Project Funding Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2004 Acquisition and Project Funding Agreement attached hereto as Exhibit C. Any amendments to the 2004 Acquisition and Project Funding Agreement shall be executed in the same manner.

Section 9. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority. The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit D (the "Preliminary LOM") and filed with the Clerk to Council be and hereby is approved for distribution by the Underwriter and the Final Limited Offering Memorandum in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The County Council hereby "deems final" the Preliminary LOM for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Chairman of the County Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit D.

Section 10. Approval of Continuing Disclosure Agreement and Delegation of Authority. The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit E and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit E. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

Section 11. Approval of Special Assessment Report, Rate and Method of Apportionment of Assessments and Assessment Roll. The terms and provisions of the Special Assessment Report, the Rate and Method of Apportionment of Assessments including the Assessment Roll, copies of which are attached hereto as Exhibits F and G, respectively, and filed with the Clerk to Council, be and hereby are approved including any changes or modifications therein having been made; provided that such changes or modifications shall be approved as corrections by resolution of the County Council at the time of hearing of any objections to the Assessments.

Section 12. Trustee, Registrar and Paying Agent. The County hereby appoints Regions Morgan Keegan Trust as Trustee, under the terms and conditions provided in the Trust Indenture. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Regions Morgan Keegan Trust does not serve as Trustee under the Trust Indenture.

Section 13. Authorization. The Chairman and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated by this Ordinance.

Section 14. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 15. Arbitrage Covenant. The County agrees and covenants that it will comply with all applicable portions of the Code, as in effect or hereafter amended, including Sections 103 and 141 through 150 thereof, and the regulations of the Treasury Department thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest components of the payments made pursuant to the Trust Indenture, including without limitation the proper use and expenditure of proceeds of the Bonds, the observation of the applicable investment limitations provided in the Code, the filing of information reports with the Internal Revenue Service and the rebate of certain arbitrage earnings on such proceeds to the United States Government. The County Administrator is hereby authorized to execute a Federal Tax Certificate in compliance with the provisions of this paragraph.

Section 16. Repeal of Conflicting Ordinances; Severability. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval. The

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

ADOPTED THIS 2<sup>nd</sup> DAY OF March, 2004.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: Bernice G. Scott  
Bernice G. Scott  
Chairperson, Richland County Council

ATTEST:

Michelle Cannon-Finch  
Michelle Cannon-Finch  
Clerk to Council

APPROVED AS TO LEGAL FORM ONLY  
NO OPINION RENDERED AS TO CONTENT

Amelia R. Linder

Asst. County Attorney

First Reading: January 6, 2004

Second Reading: January 20, 2004

Third Reading: March 2, 2004

**EXHIBIT A**

**FORM OF TRUST INDENTURE  
(On File with Clerk to Council)**

**Master Trust Indenture**

(see Tab 7 for executed copy)



**EXHIBIT B**

**CONTRACT OF PURCHASE  
(On file with Clerk to Council)**

**Contract of Purchase**

(see Tab 10 for executed copy)

**EXHIBIT C**

**2004 ACQUISITION AND PROJECT FUNDING AGREEMENT  
(On file with Clerk to Council)**

**Acquisition and Funding Agreement**

(see Tab 6 for executed copy)

**EXHIBIT D**

**PRELIMINARY LIMITED OFFERING MEMORANDUM**  
**(On file with Clerk to Council)**

**Preliminary Limited Offering Memorandum**

(see Tab 9)

**EXHIBIT E**  
**CONTINUING DISCLOSURE AGREEMENT**  
**(On file with Clerk to Council)**

**Continuing Disclosure Agreement**

(see Tab 20 for executed copy)



**EXHIBIT F**  
**SPECIAL ASSESSMENT REPORT**  
**(On file with Clerk to Council)**

**Special Assessment Report**

(see Tab 4(e))

**EXHIBIT G**

**RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS  
INCLUDING  
ASSESSMENT ROLL**

**(On file with Clerk to Council)**

**Rate and Method of Apportionment of Assignments**

(see Tab 4(d))

**Richland County, South Carolina**  
**Village at Sandhill Improvement District**  
Refunding Analysis - Assessment Revenue Bonds, Series 2004

Refunded Bonds	Series 2004
Par Amount*	16,128,000
Maturities	11/1/21 - 11/1/36 (Term Bond)
Avg. Coupon	6.20%
Optional Redemption	Current @ 100%
Refunding Bonds	Series 2021
Par Amount	15,790,000
All-in True Interest Cost	4.692%
<b>Net PV Savings (\$)</b>	<b>1,732,898</b>
<b>Net PV Savings (%)</b>	<b>10.74%</b>
Average Annual Savings	165,224

Fiscal Year Ending	Cash Flow Savings
12/31/2022	164,599
12/31/2023	166,437
12/31/2024	166,648
12/31/2025	165,619
12/31/2026	167,349
12/31/2027	166,590
12/31/2028	164,308
12/31/2029	164,404
12/31/2030	163,728
12/31/2031	163,120
12/31/2032	166,360
12/31/2033	166,172
12/31/2034	162,521
12/31/2035	167,371
12/31/2036	163,139
<b>Total Cash Flow Savings</b>	<b>2,478,360</b>

\* Par amount refunded reflects prepayments made to date.

Assumptions:

- Closing on September 16, 2021
- Cost of Issuance: \$300,000
- Underwriter's Discount: \$15/Bond
- Level Annual Savings
- Equity contribution of \$1,118,968 at closing equal to 11/1/21 debt service
- Release of existing DSRF (\$809,799)
- Funding of new DSRF at 50% of Maximum Annual Debt Service
- Current Market Tax-Exempt Interest Rates as of April 14, 2021

# Richland County Council Request for Action

**Subject:**

Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds; and other related matters

**Notes:**

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY  
ADMINISTRATION**

2020 Hampton Street, Suite 4069  
Columbia, SC 29204  
803-576-2050



**Agenda Briefing**

<b>Prepared by:</b>	Lori Thomas	<b>Title:</b>	Assistant County Administrator	
<b>Department:</b>	Administration	<b>Division:</b>		
<b>Date Prepared:</b>	April 22, 2021	<b>Meeting Date:</b>	May 04, 2021	
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	April 27, 2021
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	April 27, 2021
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	April 27, 2021
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown MBA, CPM		
<b>Subject:</b>	Refunding Series 2011A Richland County, South Carolina Sewer System General Obligation Bonds			

**STAFF’S RECOMMENDED ACTION:**

Staff recommends approval of an ordinance authorizing the issuance and sale of Sewer System General Obligation Bonds to refund the 2011 Sewer System General Obligation Bonds to reduce annual debt service by an average of \$169,000 and produce total cash flow savings related to this issue by approximately \$2,000,000.

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	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Please see Attachment – Richland County, South Carolina Refunding Analysis – Sewer System General Obligation Bonds, Series 2011 produced by First Tryon Advisors

**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:

Staff requests Council authorize the issuance and sale of General Obligation Bonds to refund the Sewer System General Obligation Bonds, Series 2011. These bonds are now callable with no penalty and would remain tax exempt whether using market placement or bank private placement vehicles, which makes rates very favorable at this time. Based upon the increased savings, staff recommends public placement of this issue. This will reduce the annual debt service for this issue by an average of approximately \$169,000 and reduce cash flow by approximately \$2,000,000. These savings would be reflected in funding of the utility system budget.

To accomplish this would require the approval of an ordinance by Council for the refunding. We would anticipate the closing on this issue in summer, 2021.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

This savings would benefit the ratepayers of the utility system.

#### ATTACHMENTS:

1. Richland County, South Carolina Refunding Analysis – Sewer System General Obligation Bonds, Series 2011 produced by First Tryon Advisors
2. Ordinance
3. Draft Ordinance
4. Updated draft ordinance
  - a. Redlined
  - b. Clean



Richland County, South Carolina  
 Refunding Analysis - Sewer System General Obligation Refunding Bonds, Series 2011A

**Public Sale Current Refunding - 6/29/2021 Close**

Refunded Bonds	Series 2011A
Par Amount	12,295,000
Maturities	3/1/2022 - 3/1/2033
Avg. Coupon	3.92%
Optional Redemption	3/1/2021 @ 100%

Refunding Bonds	Series 2021
Par Amount	10,815,000
All-in True Interest Cost	1.473%
<b>Net PV Savings (\$)</b>	<b>1,902,690</b>
<b>Net PV Savings (%)</b>	<b>15.48%</b>
Average Annual Savings	169,259

Fiscal Year Ending	Cash Flow Savings
6/30/2022	177,173
6/30/2023	169,225
6/30/2024	166,925
6/30/2025	170,075
6/30/2026	167,413
6/30/2027	167,125
6/30/2028	170,525
6/30/2029	169,400
6/30/2030	168,400
6/30/2031	168,350
6/30/2032	168,900
6/30/2033	167,600
<b>Total Cash Flow Savings</b>	<b>2,031,111</b>

Assumptions:

- Closing on June 29, 2021
- Cost of Issuance: \$200,000
- Underwriter's Discount: \$5/Bond
- Level Annual Savings
- Current Market Tax-Exempt Interest Rates as of April 5, 2021
- Tax-exempt rates could rise by 42 bps and achieve same level of PV savings as the bank placement option.

**Bank Placement Current Refunding - 6/29/2021 Close**

Refunded Bonds	Series 2011A
Par Amount	12,295,000
Maturities	3/1/2022 - 3/1/2033
Avg. Coupon	3.92%
Optional Redemption	3/1/2021 @ 100%

Refunding Bonds	Series 2021
Par Amount	12,250,000
All-in True Interest Cost	1.852%
<b>Net PV Savings (\$)</b>	<b>1,555,164</b>
<b>Net PV Savings (%)</b>	<b>12.65%</b>
Average Annual Savings	143,239

Fiscal Year Ending	Cash Flow Savings
6/30/2022	143,591
6/30/2023	143,038
6/30/2024	143,668
6/30/2025	142,810
6/30/2026	143,195
6/30/2027	142,833
6/30/2028	143,293
6/30/2029	143,705
6/30/2030	143,128
6/30/2031	143,368
6/30/2032	143,365
6/30/2033	142,878
<b>Total Cash Flow Savings</b>	<b>1,718,869</b>

Assumptions:

- Closing on June 29, 2021
- Cost of Issuance: \$75,000
- Underwriter's Discount: N/A
- Level Annual Savings
- Bank Rate: 1.75%

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 014-11HR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS, WITH AN APPROPRIATE SERIES DESIGNATION, IN AN AMOUNT SUFFICIENT TO REFUND CERTAIN MATURITIES OF OUTSTANDING BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

(b) The County Council has previously determined to establish, operate, and maintain a wastewater collection and treatment system in the Nicholas Creek and Hollingshed Creek drainage basins and also certain County landfill facilities (the "System"); the County Council has previously created a sewer district known as East Bluff Sewer Assessment District; and County Council has previously created a sewer assessment district known as the Romain-Meech-Burbank Sewer Assessment District, all pursuant to the favorable results of a referendum held in Richland County on November 7, 1978, on the question of the County's providing sewage services and the provisions of Section 44-55-1410 of the Code of Laws of South Carolina 1976, as amended and other provisions of law.

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

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

(e) Section 12 of Article X of the South Carolina Constitution prohibits the issuance of general obligation bonds of any county to finance wastewater collection and treatment facilities benefiting only a particular geographic section of a county unless a special assessment, tax, or service charge in an amount designed to provide debt service shall be imposed upon the areas or persons receiving the benefit therefrom.

(f) Pursuant to the provisions of the County Bond Act, Title 11, Chapter 27 and Article X, Section 12 of the South Carolina Constitution, the County has provided for the imposition and collection of assessments against all property located in the East Bluff Sewer Assessment District and the Romain-Meech-Burbank Sewer Assessment District in an amount sufficient to pay, when due, debt service on bonds to be authorized hereunder.

(g) After due investigation, County Council has determined and hereby finds that the imposition and collection of user fees and tap fees on the customers of the System and the assessment and collection of assessments against properties located in the East Bluff Sewer Assessment District and the Romain-Meech-Burbank Sewer Assessment District will be sufficient to provide for the payment of the principal and interest on the bonds to be issued hereunder, and the requirements of Article X, Section 12 of the South Carolina Constitution with respect to the issuance of the bonds provided for herein have been met.

(h) Pursuant to constitutional and statutory authorizations and Ordinance No. 021-03HR duly enacted by the County Council on April 8, 2003, the County has heretofore issued its \$6,275,000 Sewer System General Obligation Refunding Bonds, Series 2003E dated September 1, 2003 (the "Series 2003E Bonds").

(i) The Series 2003E Bonds are currently outstanding in the amount of \$3,270,000. The Series 2003E Bonds maturing on or after March 1, 2012, are subject to redemption at the option of the County on or after March 1, 2011, in whole or in part at any time, at a redemption price of par together with the interest accrued thereon to the date fixed for redemption.

(j) Title 11, Chapter 21 of the S.C. Code provides that any public agency may utilize the provisions of Title 11, Chapter 15, Article 5 as amplified by Title 11, Chapter 21 of the Code of Laws of South Carolina 1976, as amended (the "Refunding Act") to effect the refunding of any of its outstanding bonds. The Refunding Act authorizes and provides the procedure for the issuance of general obligation bonds whose proceeds are to be used to pay, in whole or in part, sums due on general obligation bonds previously issued and further provides that any issuer may issue general obligations bonds to such extent as such issuer shall be indebted by way of principal, interest, and redemption premium upon any outstanding general obligation bonds.

(k) Based on current market conditions and projected savings, the County Council finds that it is in the best interest of the County to effect a refunding of certain maturities of the Series 2003E Bonds (the "Bonds to be Refunded") because a savings can be effected through the refunding of such Series 2003E Bonds. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, realized through the refunding of the Bonds to be Refunded and that certain authority relating to such refunding is delegated to the County Administrator (the "Administrator") and/or his lawfully-authorized designee through this Ordinance. Because the Refunding Act requires that refunding bonds be sold at public sale, there can be no assurance that market conditions at the time of such sale will be similar to the prevailing rates on the date of the enactment of this Ordinance. If the rates of interest on the refunding bonds authorized by this Ordinance do not result in satisfactory debt service savings, the County Council, through the authority delegated to the Administrator and/or his lawfully-authorized designee, will be empowered to reject bids for the purchase of the refunding bonds.

(l) It is now in the best interest of the County for the County Council to provide for the issuance and sale of general obligation refunding bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) refunding the Bonds to be Refunded; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued general obligation refunding bonds of the County to be designated "[Amount Issued] General Obligation Refunding Bonds, [Series Designation], of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(l) of this Ordinance.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the 2003 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with Wells Fargo Bank, N.A. (the "Escrow Agent") and held by it under a written refunding trust agreement between the Escrow Agent and the County (the "Refunding Trust Agreement") in an irrevocable trust account. It shall be the duty of such Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in obligations of the United States or any agency thereof and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement.

The Administrator and/or his lawfully-authorized designee are hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance, including the execution and delivery of the Refunding Trust Agreement. The Refunding Trust Agreement shall be dated the date of delivery of the Bonds to the initial purchasers thereof.

Upon the award of the Bonds, the County shall designate the Bonds to be Refunded for redemption on a date determined by the Administrator and/or his lawfully-authorized designee in accordance with the 2003 Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds



maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator 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.

Within twenty-four (24) hours after the receipt of bids, the Administrator is hereby authorized to designate the registrar and paying agent (the "Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

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.

By separate ordinance, the County intends to authorize the issuance and sale of general obligation refunding bonds in an amount sufficient to refund all or a portion of the County's \$20,600,000 General Obligation Bonds, Series 2001A dated August 1, 2001, and the County's \$13,435,000 General Obligation Refunding Bonds, Series 2001C dated August 1, 2001 (together, the "Series 2001 Bonds").

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds; (g) for purposes of continuing disclosure, whether the County shall execute a Disclosure Dissemination Agent Agreement or a Continuing Disclosure Certificate and approval of the provisions thereof; and (h) to determine whether the bonds authorized herein shall be sold together with the bonds authorized by separate ordinance to be issued and sold to refund the Series 2001A and Series 2001C Bonds.

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

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

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

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

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

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

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

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

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

SECTION 9. Security for Bonds. For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from the operation of the System after defraying the costs of operation and maintenance of the System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended; provided, further, that County Council does hereby covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.



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

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

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

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

“Government Obligations” shall mean any of the following:

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

(b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and

(c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

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

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

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

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

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

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

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

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement or a Continuing Disclosure Certificate, the form of which shall be approved by the Administrator. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement or Continuing Disclosure Certificate, 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 necessary to refund the Bonds to be Refunded shall be deposited with the Escrow Agent pursuant to the terms of the Refunding Trust Agreement. The remaining proceeds, if any, shall be deposited with the Treasurer of the County in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit 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. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds; provided, however, that for purposes of this covenant only, the County shall not be in violation of this covenant solely because it makes the irrevocable election under Section 54AA(d) or (g) (as applicable) of the IRC with respect to the Bonds to be issued as BABs. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 54AA, 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

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

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

SECTION 21 Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel and Ross, Sinclaire & Associates, LLC, as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

[Signature Page to Follow]



Enacted this 1<sup>st</sup> day of March, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

By: Paul Livingston  
Paul Livingston, Chairman  
Richland County Council

(SEAL)

ATTEST THIS 18<sup>th</sup> DAY OF  
MARCH, 2011:

Michelle R. Cannon-Finch  
Michelle R. Cannon-Finch  
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Elizabeth A. McCl...  
Approved As To LEGAL Form Only  
No Opinion Rendered As To Content

Date of First Reading:	February 1, 2011
Date of Second Reading:	February 15, 2011
Date of Public Hearing:	March 1, 2011
Date of Third Reading:	March 1, 2011

Signature Page to Ordinance No. 014-11HR



and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, 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; and Ordinance No. 014-111HR duly enacted by the County Council on March 1, 2011.

[Redemption Provisions]

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

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as

required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

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

RICHLAND COUNTY, SOUTH CAROLINA

Paul J. Hightower  
Chair, County Council

(SEAL)  
ATTEST:

Michelle R. Adams Smith  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

\_\_\_\_\_ as Registrar

By: \_\_\_\_\_  
Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

\_\_\_\_\_  
Custodian  
(Cust.) (Minor)

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

under Uniform Gifts to Minors  
\_\_\_\_\_

(State)

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

[FORM OF ASSIGNMENT]

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

\_\_\_\_\_  
(Name and address of Transferee)

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

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council



FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on March 1, 2011, enacted Ordinance No. 014-11HR entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS, WITH AN APPROPRIATE SERIES DESIGNATION, IN AN AMOUNT SUFFICIENT TO REFUND CERTAIN MATURITIES OF OUTSTANDING BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of Sewer System General Obligation Refunding Bonds (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) refunding certain maturities of outstanding bonds of the County; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

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

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

FORM OF NOTICE OF SALE

\$ \_\_\_\_\_ SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS,  
SERIES 2011 \_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_\_, 2011, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011 \_\_\_\_\_, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ \_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011 \_\_\_\_\_, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

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

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

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2011; 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:** Within twenty-four (24) hours after the receipt of bids, the County will designate the registrar and paying agent (the "Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

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

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

**Security:** For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of Richland County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from the operation of the System after defraying the costs of operation and maintenance of the System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended; provided, further, that County Council does hereby covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the



annual ad valorem taxes to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code of Laws of South Carolina 1976, as amended, by the amount of revenue derived from the operation of the System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied; provided, further, that the Bonds are primarily the obligation of the System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the System, and resort to the County tax levy required by the preceding provisions of this Section must be made only in the event that revenues derived from the operation of the System prove insufficient to meet the payment of principal of an interest on the Bonds; this provision shall not preclude the issuance of additional bonds (whether general obligation bonds) secured by a pledge of the revenues on a parity with the pledge herein made to secure the Bonds secured by a pledge superior to the pledge herein made to secure the Bonds.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$\_\_\_\_\_ Sewer System General Obligation Refunding Bonds, Series 2011\_\_\_, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

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

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

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

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in

form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2011, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with J. Milton Pope, County Administrator, 2020 Hampton Street, Columbia, South Carolina, 29201, telephone (803) 576-2054, the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, Suite 1800, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net) or with the County's Financial Advisor, R. Michael Gallagher, Ross, Sinclair & Associates, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina, 20201, telephone (803) 771-8707, e-mail: [mgallagher@rsamuni.com](mailto:mgallagher@rsamuni.com).

RICHLAND COUNTY, SOUTH CAROLINA

C-4

COLUMBIA 1026977v2

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 March 1, 2011, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of Sewer System General Obligation Refunding Bonds of the County in an amount sufficient to refund certain outstanding general obligation bonds, to pay costs of issuance of the Bonds and for such other lawful corporate and public purposes as the County Council shall determine.

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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**THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:**

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, the county council of any county of the State of South Carolina may issue general obligation bonds for any corporate purpose of such county up to any amount not exceeding such county's Bonded Debt Limit.

(c) Pursuant to Title 4, Chapter 15 and Title 11, Chapters 15, 21, and 27, Code of Laws of South Carolina 1976, as amended (collectively, "County Bond Act"), the county council of any county of the State may issue refunding bonds to such extent as such that county shall be indebted by way of principal, interest and redemption premium upon any outstanding bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time to effect the refunding of any of its outstanding bonds, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption, unless the county council finds that a savings can be effected through advanced refunding of the outstanding bonds.

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

(e) The County has determined that it may achieve debt service savings through the refunding of all or a portion of its outstanding original principal amount of \$12,295,000 Sewer System General Obligation Refunding Bonds, Series 2011A ("Refunded Bonds"), which may be refunded any time on or after the redemption date of March 1, 2021 ("Refunding").

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount

not to exceed \$13,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** Pursuant to the Constitution and the laws of the State of South Carolina, the County is authorized to issue not exceeding \$13,000,000 in general obligation bonds of the County to be designated “General Obligation Refunding Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator or his lawful designee (collectively, “County Administrator”); may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments 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. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds 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 the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds 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 Bonds 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. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such 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/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry System.***

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository



Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. Execution of Bonds.** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

**SECTION 10. Form of Bonds.** The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

**SECTION 11. Security for Bonds.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. Exemption from State Taxation.** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, 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 thereon may be includable in certain franchise fees or taxes.

**SECTION 13. Sale of Bonds, Form of Notice of Sale.** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as

the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

**SECTION 14. *Deposit and Application of Bond Proceeds.*** The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

**SECTION 15. *Preliminary and Final Official Statement.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

**SECTION 16. *Defeasance.***

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent (“Escrow Agent”), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 17. *Authority to Issue Bond Anticipation Notes.*** If the County Administrator or Chair, after consultation with the County's financial advisor and bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended ("BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

**SECTION 18. *Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity

thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 19. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 20. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*** The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

**SECTION 22. *Publication of Notice of Adoption of Ordinance.*** Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 23. *Retention of Bond Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 24. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 25. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature Page Follows]*

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

**EXHIBIT A**  
**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2021

No. R-[]			\$[]
<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
[] %	[]	[]	[]

REGISTERED OWNER: []

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 Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will 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 [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is 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 the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], 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/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or



currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 15, 21 and 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2021 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

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

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds 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 and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, 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 Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments 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 this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the option of the County on or after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed  
(both dates inclusive)

Redemption Price

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof 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 Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the 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 other taxes or assessments, 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 hereon 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 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 general obligation and bonded 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 and interest of this bond as they respectively become due 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 manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2021

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

\_\_\_\_\_ as Registrar/Paying Agent

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_

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

- TEN COM - as tenants in common
- TEN ENT - as tenants in entireties
- JT TEN - as joint tenants with right of survivorship  
and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_  
(Cust)

Custodian \_\_\_\_\_  
(Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

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

**FORM OF ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agents Medallion Program ("**STAMP**") or similar program.

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

**EXHIBIT B**  
**FORM OF BAN**

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2021

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 [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_\_%, payable upon the maturity of this note. This note is [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 is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (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 (“Bonds”) 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 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2021. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, 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 hereon may be included in 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 by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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ORDINANCE NO. \_\_\_-21HR

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

**THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:**

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, the county council of any county of the State of South Carolina may issue general obligation bonds for any corporate purpose of such county up to any amount not exceeding such county's Bonded Debt Limit.

(c) Pursuant to Title 4, Chapter 15 and Title 11, Chapters 15, 21, and 27, Code of Laws of South Carolina 1976, as amended (collectively, "County Bond Act"), the county council of any county of the State may issue refunding bonds to such extent as such that county shall be indebted by way of principal, interest and redemption premium upon any outstanding bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time to effect the refunding of any of its outstanding bonds, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption, unless the county council finds that a savings can be effected through advanced refunding of the outstanding bonds.

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

(e) The County has determined that it may achieve debt service savings through the refunding of all or a portion of its outstanding ~~original~~ principal amount of \$12,295,000 Sewer System General Obligation Refunding Bonds, Series 2011A ("Refunded Bonds"), which may be refunded any time on or after the redemption date of March 1, 2021 ("Refunding").

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount not to exceed \$13,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** Pursuant to the Constitution and the laws of the State of South Carolina, the County is authorized to issue not exceeding \$13,000,000 in general obligation bonds of the County to be designated “[Sewer System](#) General Obligation Refunding Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator or his lawful designee (collectively, “County Administrator”); may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments 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. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds 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 the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds 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 Bonds 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. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such 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/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry System.***

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to

be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. Execution of Bonds.** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

**SECTION 10. Form of Bonds.** The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

**SECTION 11. Security for Bonds.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. *Exemption from State Taxation.*** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, 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 thereon may be includable in certain franchise fees or taxes.

**SECTION 13. *Sale of Bonds, Form of Notice of Sale.*** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

**SECTION 14. *Deposit and Application of Bond Proceeds.*** The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

**SECTION 15. *Preliminary and Final Official Statement.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

**SECTION 16. *Defeasance.***

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent (“Escrow Agent”), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and



obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 17. Authority to Issue Bond Anticipation Notes.** If the County Administrator or Chair, after consultation with the County's financial advisor and bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended ("BAN Act") rather than Bonds would result in a substantial savings in interest under

prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

**SECTION 18. *Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other



governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 19. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 20. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.***

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

**SECTION 22. *Publication of Notice of Adoption of Ordinance.*** Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 23. *Retention of Bond Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 24. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 25. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature Page Follows]*

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

**EXHIBIT A**  
**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2021

No. R-[] \$[]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
[] %	[]	[]	[]

REGISTERED OWNER: []

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 Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will 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 [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is 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 the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], 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/Paying Agent, at the close of business on the 15th day of the calendar month next preceding

each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 15, 21 and 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2021 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

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

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds 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 and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, 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 Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments 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 this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the option of the County on or after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each

Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

<u>Period During Which Redeemed</u> <u>(both dates inclusive)</u>	<u>Redemption Price</u>
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If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof 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 Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the 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 other taxes or assessments, 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 hereon 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 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 general obligation and bonded 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 and interest of this bond as they respectively become due 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 manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2021

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

\_\_\_\_\_ as Registrar/Paying Agent

By: \_\_\_\_\_ Authorized Officer

\_\_\_\_\_

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

- TEN COM - as tenants in common
- TEN ENT - as tenants in entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_ (Cust)

Custodian \_\_\_\_\_ (Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_ (State)

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



**FORM OF ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

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

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

**EXHIBIT B**  
**FORM OF BAN**

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2021

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 [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_%, payable upon the maturity of this note. This note is [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 is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (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 (“Bonds”) 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 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2021. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, 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 hereon may be included in 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 by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: JUNE \_\_\_\_, 2021**

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**ORDINANCE NO. \_\_\_-21HR**

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.**

**THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:**

**SECTION 1. Findings.** The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, the county council of any county of the State of South Carolina may issue general obligation bonds for any corporate purpose of such county up to any amount not exceeding such county's Bonded Debt Limit.

(c) Pursuant to Title 4, Chapter 15 and Title 11, Chapters 15, 21, and 27, Code of Laws of South Carolina 1976, as amended (collectively, "County Bond Act"), the county council of any county of the State may issue refunding bonds to such extent as such that county shall be indebted by way of principal, interest and redemption premium upon any outstanding bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time to effect the refunding of any of its outstanding bonds, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption, unless the county council finds that a savings can be effected through advanced refunding of the outstanding bonds.

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

(e) The County has determined that it may achieve debt service savings through the refunding of all or a portion of its outstanding principal amount of \$12,295,000 Sewer System General Obligation Refunding Bonds, Series 2011A ("Refunded Bonds"), which may be refunded any time on or after the redemption date of March 1, 2021 ("Refunding").

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount

not to exceed \$13,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of the Bonds.*** Pursuant to the Constitution and the laws of the State of South Carolina, the County is authorized to issue not exceeding \$13,000,000 in general obligation bonds of the County to be designated “Sewer System General Obligation Refunding Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator or his lawful designee (collectively, “County Administrator”); may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments 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. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds 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 the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds 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 Bonds 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. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such 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/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry System.***

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository



Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. Execution of Bonds.** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

**SECTION 10. Form of Bonds.** The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

**SECTION 11. Security for Bonds.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. Exemption from State Taxation.** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, 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 thereon may be includable in certain franchise fees or taxes.

**SECTION 13. Sale of Bonds, Form of Notice of Sale.** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as

the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

**SECTION 14. *Deposit and Application of Bond Proceeds.*** The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

**SECTION 15. *Preliminary and Final Official Statement.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

**SECTION 16. *Defeasance.***

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent (“Escrow Agent”), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 17. *Authority to Issue Bond Anticipation Notes.*** If the County Administrator or Chair, after consultation with the County's financial advisor and bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended ("BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

**SECTION 18. *Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity

thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 19. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 20. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*** The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

**SECTION 22. *Publication of Notice of Adoption of Ordinance.*** Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 23. *Retention of Bond Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 24. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 25. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature Page Follows]*

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

---

Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: \_\_\_\_\_, 2021

Public Hearing: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

**EXHIBIT A**  
**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2021

No. R-[]				\$[]
<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Issue Date</u>	<u>CUSIP</u>	
[] %	[]	[]	[]	

REGISTERED OWNER: []

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 Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will 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 [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is 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 the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], 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/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or



currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 15, 21 and 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2021 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

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

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds 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 and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, 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 Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments 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 this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the option of the County on or after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed  
(both dates inclusive)

Redemption Price

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof 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 Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the 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 other taxes or assessments, 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 hereon 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 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 general obligation and bonded 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 and interest of this bond as they respectively become due 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 manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2021

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

\_\_\_\_\_ as Registrar/Paying Agent

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_

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

- TEN COM - as tenants in common
- TEN ENT - as tenants in entireties
- JT TEN - as joint tenants with right of survivorship  
and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_  
(Cust)

Custodian \_\_\_\_\_  
(Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

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

**FORM OF ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

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

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

**EXHIBIT B**  
**FORM OF BAN**

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2021

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 [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_%, payable upon the maturity of this note. This note is [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 is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (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 (“Bonds”) 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 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2021. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, 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 hereon may be included in 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 by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, 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 incentive agreement by and between Richland County, South Carolina and Project Curb to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: May 4, 2021

Second Reading:

Third Reading:

Public Hearing:



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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT CURB 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 the I-77 Corridor Regional Industrial Park (“Park”) and has expanded the Park’s boundaries to include the Project (as defined below);

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 Curb, (“Sponsor”), desires to expand a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$20,000,000 and the creation of 165 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, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) 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. *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 4. *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 5. *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 6. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: May 4, 2021  
Second Reading: May 18, 2021  
Public Hearing:  
Third Reading:

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

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

**BETWEEN**

**PROJECT CURB**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2021**

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- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Project Curb</b>	
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	30 Years	Section 1.1
• Contract Minimum Investment Requirement	\$20,000,000	Section 1.1
• Contract Minimum Jobs Requirement	165	Section 1.1
• Investment Period	5 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1
• Millage Rate	.5805	Section 4.1
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1
• Claw Back Information	See Exhibit E	Section 6.1
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Infrastructure Credit</b>		
• Brief Description	50%	Section 5.1
• Credit Term	10 Years	Section 5.1
• Claw Back Information	Infrastructure Credit to be repaid and reduced if Company fails to meet Contract Minimum Investment and Contract Minimum Job Requirements during the Investment Period. Prorata repayment and reduction of Infrastructure Credit based upon formula set forth on Exhibit E.	Section 6.1
<b>Other Information</b>		



**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 \_\_\_\_\_, 2021, 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 CURB, 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) 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 a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$20,000,000 and the creation of 165 new, full-time jobs];

(d) By an ordinance enacted on \_\_\_\_\_, 2021, 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, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$20,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 165 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 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, 2021, the Final Termination Date is expected to be January 15, 2057, 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 [DATE].

“**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 [NAME OF MULTICOUNTY PARK AGREEMENT], dated as of [DATE], between the County and [PARTNER 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 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

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

“**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 Curb 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" on \_\_\_\_\_, 2021 by adopting an Inducement Resolution, as defined in the Act on \_\_\_\_\_, 2021.

(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, 2021. 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 by the end of the investment period, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2022, 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]/[determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .5805, 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 as described in Exhibit E to 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 with no obligation to repay any Infrastructure Credits; 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, during normal business hours and subject to Sponsor's health and safety requirements and guidelines, 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 reasonable 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 Curb

\_\_\_\_\_

Attn: \_\_\_\_\_

**WITH A COPY TO (does not constitute notice):**

Haynsworth Sinkler Boyd, P.A.

Attn: Gary W. Morris

1201 Main Street, Suite 2200

Columbia, SC 29201

**IF TO THE COUNTY:**

Richland County, South Carolina

Attn: Richland County Economic Development Director

2020 Hampton Street

Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP

Attn: Ray 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, 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 CURB**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**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 \_\_\_\_\_m 2021 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Curb (“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**

**EXHIBIT C**

**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 forms 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.

C-1

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

All qualifying expenses of the Company during the Investment Period shall qualify for a 10-year, 50% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nine annual FILOT Payments, the Company will receive an annual credit in an amount equal to 50% of the annual FILOT Payment with respect to the Project; provided however, the Company may elect to begin application of the Infrastructure Credit in a year other than the year in which the first annual FILOT Payment is done. In such event, the Company shall provide notice to the Economic Development Director of the County. Upon selection by the Company of the year in which the Infrastructure Credit shall first apply, the Infrastructure Credit will continue to be applied to the next nine annual FILOT Payments.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

If the Company fails to achieve the Contract Minimum Investment Requirement and/or the Contract Minimum Jobs Requirement by the end of the Investment Period, the Company shall pay to the County a pro-rata portion of the Infrastructure Credits previously claimed and received by the Company according to the below formula. In addition, any prospective Infrastructure Credits shall be reduced by the Claw Back Percentage determined by the following formula.

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating 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 \$200,000 in Infrastructure Credits, and \$18,000,000 had been invested at the Project and 140 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 140/165 = 85\%$$

$$\text{Investment Achievement Percentage} = \$18,000,000/\$20,000,000 = 90\%$$

$$\text{Overall Achievement Percentage} = (85\% + 90\%)/2 = 87.5\%$$

$$\text{Claw Back Percentage} = 100\% - 87.5\% = 12.5\%$$

$$\text{Repayment Amount} = \$200,000 \times 12.5\% = \$25,000$$

Thereafter, the Infrastructure Credit applicable to prospective FILOT Payments would be reduced to 43.75%.

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.

**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 a company known for the time being as Project Coyote, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: May 4, 2021

Second Reading:

Third Reading:

Public Hearing:



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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN FOR THE TIME BEING AS PROJECT COYOTE, 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 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 Coyote, (“Sponsor”), including any current Sponsor Affiliates (collectively, “Company”) desires to establish a manufacturing and warehouse operation in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$5,000,000 and the creation of 20 new, full-time jobs; and

WHEREAS, at the request of the Company 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, as sponsor, along with any current Sponsor Affiliates, 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 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 Company, 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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: May 4, 2021  
Second Reading: May 18, 2021  
Public Hearing:  
Third Reading:

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

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

**BETWEEN**

**PROJECT COYOTE**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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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
<b>Sponsor Name</b>	<b>Project Coyote</b>	
<b>Project Location</b>	[ ]	<b>Exhibit A</b>
<b>Tax Map No.</b>	[ ]	Exhibit A
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 years	Section 1.1, Terms (Phase Termination Date)
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$5,000,000	Section 1.1, Terms (Contract Minimum Investment Requirement)
<ul style="list-style-type: none"> <li>• Contract Minimum Jobs Requirement</li> </ul>	20	Section 1.1, Terms (Contract Minimum Jobs Requirement)
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 years	Section 4.1
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	Section 4.1
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	0.5805	Section 4.1
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	Section 4.1
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	So long as the company meets the Act Minimum Investment Requirement, there will be no retroactive claw back on FILOT Payments and the FILOT will remain in effect for the remainder of the Fee Term.	Exhibit E
<b>Multicounty Park</b>	Yes - I-77 Corridor Regional Industrial Park (Fairfield County)	Section 1.1, Terms (Multicounty Park)
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>• Brief Description</li> </ul>	40% credit for 9 years	Exhibit D
<ul style="list-style-type: none"> <li>• Credit Term</li> </ul>	9 years	Exhibit D
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	Company will be responsible for repayment of a percentage of infrastructure credits awarded, based upon an equal average of the Jobs Achievement Percentage and Investment Achievement Percentage.	Exhibit E
<b>Other Information</b>		



## 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 [DATE], 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 Coyote, a limited liability company organized and existing under the laws of the State of [STATE] (“*Sponsor*”) along with any current Sponsor Affiliates (collectively, “*Company*”).

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 Company has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$5,000,000 and the creation of 20 new, full-time jobs;

(d) By an ordinance enacted on [DATE], 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 Company to locate 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, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$5,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 20 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 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, 2027, the Final Termination Date is expected to be December 31, 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, 2027.

“**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 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

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

“**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, following the expiration of the Investment Period, (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 following the expiration of the Investment Period 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 Coyote** 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" on [DATE] by adopting an Inducement Resolution, as defined in the Act on [DATE].

(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 and warehouse 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, **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 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, **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 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 0.5805, 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. If such property is restored and replaced following the expiration of the Investment Period, 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), and if the Investment Period has expired, 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. 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 not to exceed \$3,000. 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.

## 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 Coyote  
[ ]

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Sam Moses  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**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; Electronic Signatures.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

**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 including but not limited to issues of public health or government-mandated or recommended lockdowns, economic downturns affecting the U.S. construction industry, 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 COYOTE]**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

[ ]

**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 [Project Coyote] (“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**

**AS INDUCEMENT FOR THE INVESTMENT AND IN ACCORDANCE WITH SECTION 12-44-70 OF THE ACT,  
THE COUNTY GRANTS TO THE SPONSOR, AND, AS APPLICABLE, ANY CURRENT AFFILIATES,  
INFRASTRUCTURE CREDIT BENEFITS EQUAL TO THE FOLLOWING:**

**FORTY PERCENT (40%) OF THE VALUE OF THE ANNUAL FILOT PAYMENT DUE FOR TAX YEARS ONE (1)  
THROUGH NINE (9), BEGINNING WITH THE FIRST YEAR FOR WHICH A FILOT PAYMENT BECOMES DUE.**



**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

**FILOT Payments**

So long as the Sponsor, along with any Sponsor Affiliates, meets the Act Minimum Investment Requirement, there will be no retroactive claw back on any FILOT Payments and the FILOT will remain in effect for the remainder of the Fee Term.

**Special Source Revenue Credits**

**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**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement**

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 \$1,000 in Infrastructure Credits, and \$3,000,000 had been invested at the Project and 25 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 25/20 = 125%*

*Investment Achievement Percentage = \$3,000,000/\$5,000,000 = 60%*

*Overall Achievement Percentage = (125% + 60%)/2 = 92.5%*

*Claw Back Percentage = 100% - 92.5% = 7.5%*

*Repayment Amount = \$1000 x 7.5% = \$75*

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.



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

**Section 1. Approval of Assignment.** The County hereby approves the Assignment as of the Transfer Date, subject to completion of the Transfer, and acknowledges that, to the extent required by the Credit Agreement, this Resolution is an official consent to the Assignment for purposes of Section 4.2 of the Credit Agreement. The Assignment will be effective as of the Transfer Date, following delivery of an executed Assignment and Assumption Agreement, which such Assignment and Assumption Agreement is to be substantially in the form attached hereto as Exhibit A and hereby approved, or with such revisions thereto as are not materially adverse to the County and as shall be approved by the officials of the County executing the same.

**Section 2. Authorization.** The County Council authorizes the Chairman of the County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, to take whatever further actions as may be reasonably necessary and prudent to effect this Resolution.

**Section 3. Severability.** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

**Section 4. Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

[End of Resolution]

APPROVED AND ADOPTED IN A MEETING THIS 18<sup>TH</sup> DAY OF MAY, 2021.

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chairman  
Richland County Council

---

Clerk to Council  
Richland County Council

**EXHIBIT A**

**Form of Assignment and Assumption of Infrastructure Credit Agreement**

See attached.

**ASSIGNMENT AND ASSUMPTION  
OF INFRASTRUCTURE CREDIT AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE CREDIT AGREEMENT** (this “Assignment and Assumption Agreement”) is made and entered into to be effective as of the Transfer Date (as defined below), by and among Reign Living WB, LLC (as successor in interest by assignment to Reign Living Columbia, LLC (f/k/a Reign Living LLC)), a Delaware limited liability company (“Assignor”), TREAP THE ROW AT THE STADIUM OWNER LLC, a Delaware limited liability company (“Assignee”), and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”).

**WITNESSETH:**

WHEREAS, the County, acting by and through its County Council (“County Council”), 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, the “Act”), as well as by an Ordinance duly enacted by the County Council on June 19, 2018, did previously enter into that certain Infrastructure Credit Agreement, dated as of June 19, 2018 (the “Credit Agreement”), with Assignor pursuant to which Assignor committed to, among other things, make certain taxable investment in real and personal property in the County to establish a commercial apartment complex in the County (here and hereinafter, and as further defined in the Credit Agreement, the “Project”) and the County agreed, among other things, to grant certain Infrastructure Credits (as defined in the Credit Agreement) to Assignor to pay the costs of designing, acquiring, constructing, improving and expanding certain Infrastructure (as defined in the Credit Agreement) in connection with the Project; and

WHEREAS, pursuant to one or more transactions involving Assignor and Assignee, Assignor has conveyed, effective as of [May 21], 2021 (the “Transfer Date”), all of Assignor’s right, title, and interest in and to the Property (as defined in the Credit Agreement) to Assignee (the “Transfer”) and, as such, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, effective as of the Transfer Date, all of Assignor’s obligations, rights, title, and interest in, to, and under the Credit Agreement (the “Assignment”); and

WHEREAS, pursuant to Section 4.2 of the Credit Agreement, Assignor may assign or otherwise transfer any of its rights and interest in the Credit Agreement under certain conditions set forth therein including, but not limited to, the prior written consent of the County, which such consent was granted by the County by a Resolution of the County Council dated May 18, 2021 (the “Resolution”); and

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer, Assignment and Assumption. Assignor and Assignee each acknowledge and represent that, pursuant to the Transfer, and effective as of the Transfer Date, all of Assignor’s right, title, and interest in and to the Property has been transferred to Assignee and its successors and assigns, absolutely and forever, and, in connection therewith, Assignor does hereby assign, and Assignee does hereby assume, all of Assignor’s obligations, rights, title, and interest in, to, and under the Credit Agreement as of the Transfer Date.

2. Acknowledgement of the County. The County hereby confirms its approval of the Assignment as set forth in the Resolution, to be effective as of the Transfer Date. The County hereby acknowledges that the Property, the Credit Agreement, and all of Assignor’s obligations, rights, title, and

interest in, to, and under the Property and the Credit Agreement have been transferred to and assumed by Assignee as of the Transfer Date and agrees to grant Infrastructure Credits to Assignee with respect to the Property for the portion of the Credit Term (as defined in the Credit Agreement) and the amount of the Infrastructure Credits remaining under the Credit Agreement as of the Transfer Date.

3. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its affiliates, successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities (collectively, "Claims") that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the Credit Agreement, provided that any such obligation accrued and that such failure occurred prior to the Transfer Date. Assignee agrees to indemnify, defend and hold Assignor, its affiliates, successors and assigns, harmless from and against any and all Claims that: (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the Credit Agreement, provided that any such obligation accrued and that such failure occurred on or after the Transfer Date; or (b) arise from any modification or amendment to the Credit Agreement on or after the Transfer Date.

4. Representations and Warranties by Assignor and County. Assignor hereby represents and warrants to Assignee that, to the best of Assignor's knowledge, Assignor is not in default under the Credit Agreement and that all obligations of Assignor under the Credit Agreement, including, but not limited to, the Investment Commitment and the Community Funds (as both such terms are defined in the Credit Agreement) have been satisfied as of the Transfer Date. The County hereby represents that (i) all obligations of Assignor under the Credit Agreement, including, but not limited to, the Investment Commitment and the Community Funds (as both such terms are defined in the Credit Agreement) have been satisfied as of the Transfer Date, and (ii) to the best of the County's knowledge, Assignor is not in default under the Credit Agreement.

5. Notices. From and after the Transfer Date, the parties hereto agree that the address to be utilized with respect to Assignee under Section 4.7 of the Credit Agreement shall hereafter be as follows:

TREAP THE ROW AT THE STADIUM OWNER LLC  
c/o The Preiss Company  
Attn: John Preiss  
1700 Hillsborough Street  
Raleigh, North Carolina 27605  
Phone: (919) 870-5080  
Fax: (919) 870-5026

with a copy to:

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhliker  
1230 Main Street, Suite 700  
Columbia, South Carolina 29201  
Phone: (803) 540-2188  
Fax: (803) 727-1469

6. Amendment. This Assignment and Assumption Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

7. Governing Law. This Assignment and Assumption Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

8. Successors and Assigns. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment and Assumption Agreement is not intended and shall not be deemed to confer upon or give any person, except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment and Assumption Agreement.

9. Severability. In the event that any clause or provisions of this Assignment and Assumption Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions hereof.

10. Counterparts; Electronic Signature. This Assignment and Assumption Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signature pages may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or other similar means whereby each original signature has been reproduced (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to an original signature for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, Assignor, Assignee, and the County have caused this Assignment and Assumption of Infrastructure Credit Agreement to be executed as of the Transfer Date.

**COUNTY:**

**Richland County, South Carolina**, a body politic and corporate and political subdivision of the State of South Carolina

---

Chairman  
Richland County Council

**ATTEST:**

---

Clerk to Council  
Richland County Council

**ASSIGNOR:**

**Reign Living WB, LLC (as successor in interest by assignment to Reign Living Columbia, LLC (f/k/a Reign Living LLC)), a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**TREAP THE ROW AT THE STADIUM OWNER  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: William Zachery Riley

Home Address: 656 Village Drive Chapin SC 29036

Telephone: (home) 803.932.8383 (work) 803.609.7871

Office Address: 656 Village Market Drive Chapin SC 29036

Email Address: williamriley@totalemployeesourcing.com

Educational Background: Bachelors in Busines Administration / Masters Human Resources

Professional Background: Human Resources Consultant/ Teacher

Male [X] Female [ ] Age: 18-25 [ ] 26-50 [X] Over 50 [ ]

Name of Committee in which interested: I Currently serve as the Chairman for the Community Relations Council. My first term ends on June 26 and I would like to serve a second term on the board

Reason for interest: I have a passion for serving others and tackle the tough issues that plague our communities daily.

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

Community Relations Council

Presently serve on any County Committee, Board or Commission? Yes, Community Relations Council

Any other information you wish to give? Not at this time

Recommended by Council Member(s): N/A

Hours willing to commit each month: 40

CONFLICT OF INTEREST POLICY

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


  
\_\_\_\_\_  
Applicant's Signature

06/11/2020 \_\_\_\_\_  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>		
Date Received:	<u>4-11-2020</u>	Received by: 
Date Sent to Council:	_____	
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



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**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Derrick Fickling

Home Address: 316 Baybridge Drive

Telephone: (home) 803-606-4617 (work) 803-264-2492

Office Address: 4101 Percival Rd

Email Address: Derrick.L.Fickling@gmail.com

Educational Background: Masters Human Resource Management. & Mgmt & Ldrsp

Professional Background: Director of Operations- Blue Cross Blue Shield

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

Name of Committee in which interested: Community Relations Council

Reason for interest: As a leader with The Meeting Place Church of Greater  
Columbia, I have a heart for service and community development

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission: Background in strategic planning, 2019 Graduate of  
Leadership Columbia, ATD Board of Directors - VP of  
Partnerships

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

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Councilwoman McBride

Hours willing to commit each month: As needed to serve

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No \_\_\_\_\_ X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No \_\_\_\_\_ X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Derrick Fichling*

October 1, 2020

Applicant's Signature

Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>10/1/20</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file





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**APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Maranda J. Williams

Home Address: 362 Elders Pond Circle Columbia, SC 29229

Telephone: (home) 803.873.2563 (work) 803.576.8381

Office Address: Darla Moore School of Business 1014 Greene St. Columbia, SC 29208

Email Address: marandawilliams1908@gmail.com

Educational Background: Bachelor of Arts in Mass Communications (UofSC), MBA (Univ. of Phoenix)

Professional Background: I have more than 15 years experience in sales, marketing and communications.

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I am interested in serving my community on this council because I am passionate about seeing local businesses and families flourish. Communications plays a huge role in this process.

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

I love building relationships and strategic partnerships. I am goal oriented, and I love people. I am not a stranger to hard work, and I am not afraid to ask tough questions. I can communicate with people on all levels.

Presently serve on any County Committee, Board or Commission? Not at this time.

Any other information you wish to give? My resume outlining my professional experience is attached.

Recommended by Council Member(s): Jesica Mackey

Hours willing to commit each month: I am willing to commit 15-20 hours per month, or more if needed.

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maranda Williams 3/4/2021  
Applicant's Signature Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/3/21</u>	Received by: <u>jhmo</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

# MARANDA J. WILLIAMS

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362 Elders Pond Circle Columbia, SC 29229 | 803.873.2563 | [marandawilliams1908@gmail.com](mailto:marandawilliams1908@gmail.com)

## Profile

Marketing and communications manager offering experience in strategic communications, social media strategy, special event coordination and project management. Excellent written and verbal communicator with proven creative partnership building ability and campaign management skills. Poised and competent team builder who thrives in a fast paced, professional environment.

## Areas of Expertise

- Public Relations
- Recruiting
- Community Outreach
- Business Development and Account Management
- Social Media
- Corporate Compliance
- Staff Training
- Career Development
- Contracts and Negotiating
- Excellent Research Skills
- Human Resources

## Education

**Bachelor of Arts, University of South Carolina College of Mass Communications, 2004**

**Master of Business Administration, University of Phoenix, Columbia SC Campus, 2009**

## Professional Experience

**Marketing and Communications Manager – Social Media, Alumni Engagement and Development**

**University of South Carolina/Darla Moore School of Business**

April 2019-Present

### Duties Include:

- Responsible for the creation and implementation of marketing and communications strategies for the Alumni Engagement and Development teams
- Assist in the planning and logistics of the Network with Moore alumni hub events (these events span 14 cities across the US and 5 international locations)
- Manage the social media strategy for the Moore School including Facebook, Instagram, Twitter and LinkedIn (more than 50,000 followers collectively)
- Manage the social media accounts for the dean of the Moore School
- Create storyboards and scripts for video projects to be distributed via social media and e-newsletters
- Schedule and coordinate photo shoots; manages outside vendors when required
- Plan and promote special events such as the Business Leadership Awards for Distinguished Alumni, The Centennial Business Bash and The Legacy Celebration for the Donor Relations Team
- Served on the steering committee for a university-wide initiative of the Office of Diversity and Inclusion, the 'One Creed One Carolina' fundraising campaign

**Director of Sales & Marketing, Capital Senior Living/The Waterford at Columbia**

November 2017-April 2019

### Duties Include:

- Responsible for the creation and implementation of marketing and community relations strategy for independent living residences for seniors
- Manages an \$80,000 annual marketing budget; expenditures include catering for in-house or sponsored events, entertainment retainer fees and promotional materials

- Present community seminars to local medical referral partners and other agencies including hospital discharge planners, nurses and nurse practitioners, hospice groups and geriatric physician offices
- Plans special events, such as Casino Night and Community Health Fairs for the community; submits press releases to local media outlets for coverage
- Refer at home nursing solutions or programs for medical care to families and prospective residents; Discuss options for Veteran's Aid and Attendance and Medicare supported home health care options
- Secure sponsorships for events and manage volunteers, vendor spaces and event logistics
- Trains front desk staff and management team on evening and weekend marketing activities as needed
- Prepare weekly and monthly reports on current resident census and occupancy goals, marketing efforts and profitability
- Design flyers and create content for "OneDay for Seniors" video application to maintain constant contact with families and prospective residents
- Updates the community life and events website for the community; creates content for informational materials to send to families and healthcare providers
- Provide educational tours for prospective families and referral partners of the community

**Career Development Specialist/Social Media Coordinator, Virginia College**

August 2015-October 2017

**Duties Include:**

- Career coaching and advising for multiple program graduates including medical assisting, pharmacy technician, surgical technician and network technology
- Manage, create and coordinate opportunities for graduates to gain experience in their chosen fields
- Recruit businesses to offer employment opportunities for graduates
- Consult client companies on candidate sourcing, onboarding, contract negotiations, training and salary administration
- Plan and coordinate on campus hiring events for graduates; utilize LinkedIn, Facebook, and additional social media sites to promote employment opportunities and career planning initiatives
- Develop and maintain strategic partnerships with local employers, community resource agencies, and colleges that offer post-graduate opportunities
- Conducts a Professionalism 101 Series for specific programs to target soft skills training for students (courses include conflict resolution, dress for success, and teamwork)
- Created and implemented the first Career Services Week at the Columbia Campus
- Creates flyers, invitations, and social media posts for events
- Plan, coordinate, and handles logistics for graduations (over 200 graduates per ceremony) and new student orientations (50-75 students per orientation)
- Coordinates training and onboarding for new career services team members
- Served as the United Way Ambassador for in-house employee fundraising opportunities; scheduled and promoted events, coordinated giveaways for employee donations through payroll deductions

**Marketing Coordinator/Community Relations Representative, Kenneth Shuler Schools, Inc.**

**(Technical school with 7 locations throughout the state of South Carolina)**

June 2008- August 2015

**Duties include:**

- Responsible for public relations, social media, marketing and student enrollment
- Recruited students based on their career targets and ensuring their goals and objectives are parallel to the educational mission of the school
- Recruited instructors for salon and classroom environments; conducted interviews in person or via teleconference

- Consistently exceed annual enrollment goals and placement rates of graduated students; sales strategies and business development opportunities grew enrollment by 234% within the first year
- Strategically plan and implement marketing, public relations, and fundraising initiatives and major events and sponsorships including a Breast Cancer Awareness Month Makeover (coverage received by a variety of media outlets within the Columbia market including television and radio); instrumental in creating and planning the annual Wine, Dine, and Design Fashion Show Fundraiser
- Created content for press releases and marketing materials
- Assists in the final decision of advertising campaign launches to coordinate with school and community initiatives; prepares communication (internal and external) to coordinate with new initiatives and program launches including press releases, blog entries and reports.
- Assisted in introducing and maintaining social media resource tools for the school to promote events, enrollment opportunities, and salon promotions
- Coordinate and represent the school at a variety of career expos, trade shows, parent university and financial aid workshops, career fairs, industry professional lunches, and community events
- Establish, maintain, and facilitate relationships with students, alumni, local high school guidance and career counselors, industry related professionals, and various community organizations
- Work directly with students to create business plans and alternative resource plans to ensure professional success and program completion; create strategies to improve student retention rates
- Provides training for resume and portfolio building for students; maintains job placement board and relationships with potential employers
- Ensure that all forms, literature and filing systems are in compliance with accrediting agencies (NAACAS and the US Department of Education)

#### **Recruiter/Account Executive, AppleOne Employment**

October 2006- June 2008

##### **Duties include:**

- Served as a staffing consultant/partner with local business owners
- Recruited candidates for positions at client sites based on job descriptions and client needs
- Inside and outside sales, marketing and recruiting
- Developed plans to effectively market services, while servicing clients; responsible for individually growing independent business monthly and coordinating career fairs when needed
- Developed contracts based on AppleOne requirements for full time job placement offers
- Set revenue achievement plans weekly, while simultaneously tracking progress
- Human Resources duties including onboarding, employee counseling, benefit administration, career development, and staying abreast of employment laws and competitive salaries for client companies
- Served as a backup to the office coordinator when needed to process and distribute payroll
- Attended unemployment hearings when necessary
- Effective and analytical decision making and office management in absence of branch manager

#### **Advertising Sales Assistant, *The State Newspaper***

August 2004-November 2004 (promoted within 3 months)

#### **Advertising Account Executive, *Jolie* magazine, *Carolina Bride*, and *The State Newspaper***

December 2004-October 2006

##### **Duties include:**

- Served as a marketing, advertising and event consultant for *Jolie*, Columbia's premier fashion magazine using consultative sales skills
- Compiled information, research trends in consumer spending for the Columbia market, and aid designers with layouts and creative concepts for advertising proposals

- Assisted editorial staff with articles, monthly features, and event coverage
- Managed an account territory and maintain consistent track record of goal achievement
- Worked directly with advertising agencies to create media plans for clients
- Identified growth in individual companies and consult them on capitalizing on those targets
- Attended and assisted in planning and promoting networking events to generate leads and prospects
- Planned annual marketing and public relations events for *Jolie* magazine and newspaper advertisers
- Secured partnerships and sponsors for advertiser events
- Achieved 157% territory growth in comparison to prior year with *The State*

#### **Affiliations and Organizations**

- **President**, South Carolina Scholastic Press Association, Newspaper Journalism Division, 2000
- **Recording Secretary**, National Association of Black Journalists, 2002-2003
- Alpha Kappa Alpha Sorority, Inc.
- Public Relations Society of America, Corporate Partner 2004-2006
- Volunteer Tutor, Richland School District 1 Partners in Education 2004-2006



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Rhonda S Williams
Home Address: 1200 Saint Andrews Rd Apt 1415 Columbia, SC 29210
Telephone: (home) 803 741 8063 (work) 803 545 0002
Office Address: 1120 Lincoln St Columbia, SC 29201
Email Address: rwilliams@experiencecolumbiasc.com
Educational Background: Withrop University / Coastal Carolina University
Professional Background: Hospitality & Tourism, Banking
Male [ ] Female [x] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]
Name of Committee in which interested: Community Relations Council
Reason for interest: I have a passion for equality and social justice as well as a desire to see better communication efforts b/w
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am an English major with a strong background in social science. I serve as a member of NACEP and an advocate for the city of Columbia.
Presently serve on any County Committee, Board or Commission? NO for the city of Columbia
Recommended by Council Member(s):
Hours willing to commit each month: 40-50 hrs

CONFLICT OF INTEREST POLICY

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

Yes \_\_\_\_\_ No \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ROA  
Applicant's Signature

2/24/2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>2/24/21</u>	Received by: <u>UPHLO</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file





APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Rinda A. Grice  
Home Address: 1539 Friendly Woods Rd. Blythewood 29016  
Telephone: (home) 803.786.1985 (cell) 803.447.4754  
(work)  
Office Address: \_\_\_\_\_  
Email Address: lagrice25@gmail.com/mediator2@aol.com  
Educational Background: JD  
Professional Background: Retired Attorney  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Community Relations Council  
Reason for interest: Desire to improve the quality of  
life in our communities.  
Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:  
\_\_\_\_\_  
\_\_\_\_\_  
Presently serve on any County Committee, Board or Commission? No  
Any other information you wish to give? \_\_\_\_\_  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: As needed.

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_

No \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_

No \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Linda G. Grace

Applicant's Signature

3-1-21

Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/4/21</u>	Received by: <u>W. H. H. H.</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Keshia McNeal

Home Address: 417 Sedgewood Drive, Columbia, SC 29203

Telephone: (home) (803) 730-8568 (work) \_\_\_\_\_

Office Address: P.O. Box 3685, Columbia, SC 29203

Email Address: keshia\_mcneal@yahoo.com

Educational Background: BA, Spelman College

Professional Background: Licensed REALTOR

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

Name of Committee in which interested: Community Relations Council

Reason for interest: As a Columbia native, I want to inspire changes in the community by becoming a voice for the youth. I will offer a fresh perspective to today's issues.

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

I have sales and real estate experience, knowledge of current events and political/ social issues, effective leadership skills, and great public speaking ability.

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

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: Available as needed

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

09/30/2020  
\_\_\_\_\_  
Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>10/2/20</u>	Received by: <u>J. M. ...</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved 288 of 404 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Reenea R. Harrison, Ph.D.

Home Address: 120 Caughman Ridge Rd., Columbia, SC 29209

Telephone: (home) 803-888-7744 (cell) 803-767-7022

Office Address: Dept. of Retailing, Coll. of HRSM, Univ. of SC, Columbia

Email Address: rharrison724@gmail.com

Educational Background: Ph.D. (1999) & M.Ed. (1989): UofSC; B.A. (1980): Morris College

Professional Background: Education, Radio, Social Svcs (see resume)

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I believe in the mission of the CRC to improve relations and communication among residents, constituents and employers. In addition, I enjoyed serving on the CRC previously.

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

I have many years of experience teaching, counseling and advising many diverse persons and helping them to communicate with and understand each other better.

Presently serve on any County Committee, Board or Commission? No, not presently

Any other information you wish to give? Please see my resume.

Recommended by Council Member(s): ... N/A

Hours willing to commit each month: Whatever is required

**CONFLICT OF INTEREST POLICY**

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes \_\_\_\_\_ No XX \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No XX \_\_\_\_\_

If so, describe: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Peenea P. Harrison  
Applicant's Signature

March 4, 2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/5/21</u>	Received by: <u>Juno</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

**REENEA R. HARRISON, PH. D.**  
Department of Retailing  
College of Hospitality, Retail and Sport Management  
University of South Carolina  
Columbia, SC 29208

Home Telephone #: 803.888.7744

Mobile Telephone #: 803.767.7022

Email Address: rharrison@hrsm.sc.edu

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**ACHIEVEMENTS. . .**

- Lead workshops/presentations in communication and diversity for the Center for Teaching Excellence (CTE) at the UofSC
- Composed Retailing Internship Instructor's Guide as Retailing Internship Director
- Invited to do poster presentation at first USC System Advisors Conference
- Led College of Hospitality, Retail and Sport Management (HRSM) student retention and academic planning efforts as academic planning director
- Established HRSM Peer Mentoring Network and HRSM Faculty Mentor Pool as academic planning director
- Created and posted monthly HRSM Parents Newsletter as academic planning director
- Named Cardinal Newman School Faculty of the Month as guidance director
- Began successful annual College and Military Careers Fair which I planned, coordinated and supervised as guidance director
- Moderated and coordinated successful annual Honors Convocation as guidance director
- Taught *College Skills 103* for Midlands Technical College; taught honors section of *University 101* at USC; taught South Carolina Honors College courses I developed for eight terms; served as director and second reader for honors senior theses
- Created and maintained multiple student handbooks as director of academic affairs and as guidance director
- Chaired and participated on various boards, commissions, task forces and committees in academia and in the local community

**PROFESSIONAL EXPERIENCE. . .**

Clinical Instructor and Internship Director  
College of Hospitality, Retail and Sport Management  
Office of Student Services  
University of South Carolina, Columbia, SC

Spring 2019 – Present

- Assist Retailing students in securing job opportunities
- Supervise and monitor Retailing student practicums and internships for Department of Retailing
- Teach Retailing courses each semester for Department of Retailing
- Supervise Retailing practicum-internship process for Department of Retailing
- Lead information sessions for Retailing students considering doing their practicum or internship

Student Services Manager/ Academic Planning Director

Spring 2013 – Fall 2018

College of Hospitality, Retail and Sport Management  
Office of Student Services  
University of South Carolina, Columbia, SC

- Manage and lead College of HRSM student retention and progression initiatives
- Counsel HRSM students about academic planning
- Advise approximately 600 undergraduate Retailing majors with emphases in Retail Management and Fashion Merchandising and with various minors
- Supervise HRSM Peer Mentoring Network which I established
- Maintain HRSM Faculty Mentor Pool which I established
- Create monthly HRSM Parents Newsletter
- Write relevant information for all HRSM students, such as Points to Ponder, deadlines, instructions, etc., to be posted to Blackboard
- Counsel Retailing majors about opportunities in traditional Retailing careers and in other, non-traditional career fields
- Conduct Freshman and Transfer Orientation presentations
- Interpret and enforce college and departmental policies and procedures
- Moderate Retailing student listserv and write and edit information to post to listserv
- Chaired College of HRSM Admission and Retention Committee for two years
- Wrote information about Retail Management and Fashion Merchandising for Retailing Department's website

- Conducted Resume Writing Skills presentations and mock interviews for *RETL 301: Pre-Internship Seminar*
- Director of Guidance July 2001 – June 2006  
 Cardinal Newman School  
 Columbia, SC
- Supervised Guidance Department, including guidance counselors and Guidance Center
  - Counseled seniors, juniors and their parents about college planning and college admissions matters; assisted students and parents in applying for colleges and scholarships
  - Counseled students and parents about various college planning and admissions matters, such as college choice, high school-to-college transition, and adjustment issues
  - Counseled students, parents and teachers about academic and personal matters
  - Coordinated and moderated conferences among parents, students and teachers
  - Mediated student-to-student, student-to-teacher and student-to-parent conflicts
  - Provided career, intervention and crisis counseling
  - Planned, coordinated and supervised school's major annual events
    - College and Career Fair, which I started
    - Honors Convocation, which I also moderated
    - Course Selection process (advisement)
  - Planned, coordinated and led workshops
    - Career Planning
      - Holland's Theory of Personality and Work Environments
      - Strong Interest Inventory
    - Diversity
    - Financial Aid for College
    - SAT/ACT
  - Developed and wrote
    - *Senior Handbook* to help high school seniors have successful senior year and smoother navigation through college application process
    - *Junior Handbook* to help high school juniors have successful junior year and begin plans for college application process
    - Items for monthly newsletter
    - Public service announcements for local media
    - Job descriptions
    - Confidential reports
  - Edited *Course Selection Handbook* each year
  - Planned and coordinated college/university/military recruiter visits/information sessions
  - Planned, coordinated and supervised annual standardized testing for school
  - Coordinated nomination of students for college/university honors and special awards, scholarships and opportunities
  - Planned and coordinated college/university/military recruiter visits/information sessions
  - Chaired and moderated Mock Interview Committee, which I started
  - Chaired Cardinal Newman 101 Committee, which developed new *Cardinal Newman 101* course to help students become more successful academically by addressing study skills, time management skills and interpersonal skills
  - Assisted students and parents in applying for colleges and scholarships
  - Coordinated nomination of students for college/university honors and special awards, scholarships and opportunities
  - Participated in special guidance counselor conferences sponsored by various educational entities
  - Created forms to facilitate greater efficiency in Guidance Department

Director of Academic Affairs

1989 - 1999

South Carolina Honors College  
 University of South Carolina, Columbia

- Supervised South Carolina Honors College orientation, advisement, and registration process
- Trained and supervised full time professional staff advisors and participated in interviewing and hiring new staff advisors
- Wrote job descriptions for new staff advisor positions



- Helped the Dean develop *SCCC 390Z: Thesis/Project Planning* course
- Advised honors students majoring in English, applied professional sciences, journalism, education & behavioral sciences
- Supervised and coordinated Senior Thesis/Project process for all graduating SCHC seniors each semester
- Developed and coordinated publicity and selection process for SCHC Undergraduate Research Fellowships and Senior Thesis/Project Research Grants
- Surveyed honors students about SCHC advisement process and analyzed and reported results of data
- Developed and wrote *Pre-Enrollment Handbook* and *Director's/Second Reader's Handbook* for Senior Thesis/Project
- Edited *Senior Thesis/Project Student Handbook* each semester
- Taught two sections of *SCCC 499: Senior Thesis/Project* course
- Taught honors section of *University 101*
- Coordinated recruitment and retention of minority students for SCHC, greatly increasing the percentage of minority students in the Honors College
- Counseled honors students about career decision-making
- Recruited students for and increased public awareness of SCHC by visiting high schools, making presentations and participating in various activities, committees and organizations
- Developed & coordinated internships & tutoring positions for honors students
- Coordinated liaison activities with the USC Career Center to enhance career planning, cooperative education and internship experiences for SCHC students
- Mentored some female and African American honors students
- Served on SCHC Petitions and Standards Committee and SCHC Policy Committee
- Developed and wrote letters of recommendation for SCHC students
- Created questionnaires, flyers, signs, applications, contracts and other office forms
- Supervised a graduate assistant and the Odyssey of the Mind state competition hosted by USC and SCHC annually
- Publicized and coordinated application and nomination procedures for major academic scholarships for the University, including the Rhodes, Mellon, Javits, Marshall, Truman, Fulbright, Rotary and Goldwater securing 1 Mellon, 3 Javits, 3 Rotary and 4 Goldwater recipients
- Coordinated mock interviews for students applying for selective fellowships and scholarships and served on mock interview committee
- Coordinated staff retreats
- Served on various college and university committees

#### FORMAL EDUCATION . . .

**Doctor of Philosophy Degree** May 1999

**Master of Education Degree** May 1989

University of South Carolina, Columbia

Major: Higher Education Administration

Minor: Counseling (18 graduate credits)

Cognate: Religious Studies (12 graduate credits)

**Bachelor of Arts Degree - English** May 1980

Morris College

Sumter, South Carolina

#### ACTIVITIES & PRESENTATIONS . . .

Presenter – Center for Teaching Excellence, 2020 – Present; Graduate and Certificate – CTE New Faculty Academy, 2019; Diversity Committee Co-Chair - Provost's Advisory Committee on Women's Issues (PACWI), Aug 2012 – 2019; Judge/Moderator – Discovery Day, USC-Columbia, 2009 – 2019; Chair – HRSM Admission and Retention Committee, 2009 – 2011; Presenter – *Student Activism, Southern Style* National Conference, USC-Columbia, Mar 2010; **Chair - Youth Leadership Council Advisory Board (affiliated with the Greater Columbia Community Relations Council), Aug 2002 – Jun 2007; Member - Greater Columbia Community Relations Council Board of Directors, Oct 2001 – Jun 2007; Chair – Cardinal Newman Mock Interview Committee, 2002 – 2006; Cardinal Newman School Faculty of the Month Award, May 2002; Chair – Cardinal Newman 101 Task Force, 2001; Presenter - National Higher Education Conference on Students of Color, Minneapolis, Minnesota, Oct 1999; Presenter/Planning Committee Member - 1st Annual USC Black Student Orientation, Jul 1996; Member - USC May Session Task Force, 1995; Member - Carolina Scholars Selection Committee and Fellowships and Summer Programs Advisory Committee; Trainer/Core Member - Students Educating & Empowering for Diversity (SEED), 1990 - 1993; Member - SC Legislative Internship Selection Committee, 1990 - 1992; Committee Chair – Project Graduation, Sumter, 1986 - 1988; Participant – Leadership Sumter, 1986; Chair - Sumter YWCA Safe House Public Affairs Comm., 1982**



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Dr. Jeffrey Hunter  
Home Address: 118 Saskatoon Dr Hopkins, SC 29061  
Telephone: (home) 803-622-0570 (work) 803-622-0570  
Office Address: 118 Saskatoon Dr Hopkins, SC 29061  
Email Address: JLH192596@Yahoo.com  
Educational Background: Ph.D. Bethany Seminary Dothan, AL  
Professional Background: College Professor, Pastor, 5016B  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Community Relation Council  
Reason for interest: Social and economic growth.  
over 30 years in Counseling, Relation Community  
Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:  
Education: BA, MA, M.Div, Ph.D. over  
30 yrs in Planning  
Presently serve on any County Committee, Board or Commission? NO  
Any other information you wish to give? Military Vet, law enforcement  
Recommended by Council Member(s): Chakisse Newton  
Hours willing to commit each month: 60

**CONFLICT OF INTEREST POLICY**

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

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

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jeffrey Hunter  
Applicant's Signature

2-17-21  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>2/18/21</u>	Received by: <u>hmc</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

**JEFFREY L. HUNTER**

**P.O. BOX 211051**

**COLUMBIA, S.C. 29221**

**(803) 622-0570**

**JLH192596@yahoo.com**

**EDUCATION:**

Benedict College, Columbia, SC – Bachelor of Arts, 1987

Lutheran Theological Seminary, Columbia, SC – Masters of Arts in Religion, 1991

Erskine Theological Seminary, Due West, SC – Masters of Divinity, 1994

Bethany Theological Seminary, Dothan, AL – Doctor of Philosophy in Religion, 1997

**PROFESSIONAL EXPERIENCE:**

African Methodist Episcopal Church: 110 Pisgah Church Rd Columbia, SC 29203

Ph: (803) 935-0500 – 1988 – Present

Pastor – Duties and Responsibilities:

- . Counseling members of the church
- . Supervising local church organization
- . Provide budget for the local church

Allen University: 1530 Harden Street Columbia, SC 29204

Ph: (803) 254-4165 – 1995 – Present

Professor:

Duties and Responsibilities:

- . Teach the following classes

.Old Testament

. New Testament

. The Writings of Paul

. Church Administration

Newberry College: 2100 College Street Newberry, SC 29108

Ph: 1-800-845-4955 – 2004-2008

Professor:

Duties and Responsibilities:

.Instructor for Religious Literature

. Counsel Students

Limestone College: 1115 College Drive, Gaffney, SC 29340

Ph: 1-800-795-7151 – 2006-2008

Professor:

Duties and Responsibilities:

. Instructor for religious Literature

. Counsel Students

South Carolina Department of Correction: 4444 Broad River Rd Columbia, SC 29210

Ph: (803) 896-2893 – 1994-1995

Chaplain:

Duties and Responsibilities:

. Provided Pastoral care

. Counsel the resident of that community



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: **KIRA PERSON**

Home Address: **110 FALLEN LEAF DR COLUMBIA, SC 29229**

Telephone: (home) **803 607 2400** (work) **803 607 2400**

Office Address: **1030 WILDEWOOD CENTRE DR COLUMBIA, SC 29229**

Email Address: **KPSHOWINGS@GMAIL.COM**

Educational Background: **BA - BUSINESS ADMIN, BA - ENGLISH, AA - ACCOUNTING**

Professional Background: **REAL ESTATE, HEALTHCARE COMMUNITY DIRECTOR**

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

Name of Committee in which interested: **COMMUNITY RELATIONS COUNCIL**

Reason for interest: **ADVOCATE OF THE COORDINATION AND COOPERATION  
OF GOVERNMENT AGENCIES AND THE COMMUNITY AT LARGE**

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: **AVAILABLE TO MEET AT ANY TIME FOR EVENTS, MEETINGS, CURRENTLY ACTIVE IN  
THE COMMUNITY AND HAVE PARTNERSHIPS THAT CAN BE AN ASSET TO THE COMMITTEE**

Presently serve on any County Committee, Board or Commission? **NONE**

Any other information you wish to give? **NONE**

Recommended by Council Member(s): **DERRICK PUGH**

Hours willing to commit each month: **20**

**CONFLICT OF INTEREST POLICY**

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

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

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

Yes \_\_\_\_\_ No KTP

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No KTP

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

2/26/2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/3/21</u>	Received by: <u>Juno</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Heather Singleton  
Home Address: 1024 Coralbean Way Columbia SC 29229  
Telephone: (home) 843-847-7460 (work) 803-814-6790  
Office Address: 4011 Hardscrabble Rd Ste 109-183 Columbia SC 29229  
Email Address: heather@strategicprconsulting.com  
Educational Background: BA in Political Science, minor in Sociology  
Professional Background: Public relations, fundraising, state government  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Community Relations Council  
Reason for interest: I am looking for opportunities to serve my County through my skillset.  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Oral/Written communications skills, project management experience, outgoing personality, and willingness to serve  
Presently serve on any County Committee, Board or Commission? NO  
Any other information you wish to give? I am a local business owner in Richland County.  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: 5-10 hours

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No ✓

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No ✓

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Applicant's Signature

3/3/21  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

Staff Use Only	
Date Received: <u>3/3/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Yvonne Murray Boyles  
Home Address: 2036 Hayward Brockington Road 29203  
Telephone: (home) 803 309 8730 (work) 803 764 7463  
Office Address: 1930 Henderson St. Columbia 29201  
Email Address: Yvonne@murrayboyleslaw.com  
Educational Background: Juris Doctor, MBA  
Professional Background: lawyer

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

Name of Committee in which interested: Community Relations Counsel  
Reason for interest: I am interested in building a stronger commitment from all residents in the Midland to improve Richland Co. for all residents.  
Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission: I am very passionate & driven to eradicate issues that may prevent unity within our community.  
Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? NO  
Recommended by Council Member(s): N/A  
Hours willing to commit each month: 20

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

3/4/2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 303 <input checked="" type="checkbox"/> Denied 404	<input type="checkbox"/> On file



Law Office of Yvonne Murray-Boyles

March 4, 2021

Clerk of Counsel  
P.O. Box 192  
Columbia, SC 29202

RE: Application for Community Relations Council

Dear Sir/Madam:

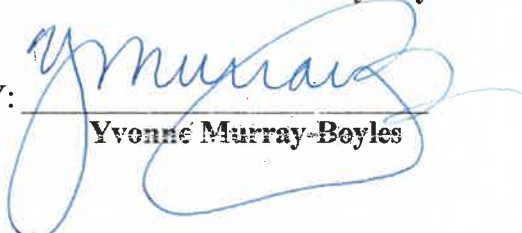
Please find enclosed my *Application for Service of Richland County Committee, Board or Commission*. If you have any questions or concerns, please feel free to contact the office.

With kindest regards, I am

Yours very truly,

**Law Office of Yvonne Murray-Boyles**

BY:

  
**Yvonne Murray-Boyles**

Enclosure



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Demestress Bell-Williams
Home Address: 199 Big Game Loop Coler, SC 29229
Telephone: (home) (803) 216-4061 (work)
Office Address: 199 Big Game Loop Coler, SC 29229
Email Address: drdeeunlimited@gmail.com
Educational Background: BA, M.Ed., Ed.S., Ed.D.
Professional Background: College Professor/Educator/Consultant
Male [ ] Female [x] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]
Name of Committee in which interested: Community Relations Council
Reason for interest: See attachment

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

See attached CV

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

Any other information you wish to give?

Recommended by Council Member(s): Gretchen Barron, District 7

Hours willing to commit each month: 30+ hours/mth.

CONFLICT OF INTEREST POLICY

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

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

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_

  
Applicant's Signature

March 1, 2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

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



### Statement of Intentionality.

This is my statement of intentionality regarding my desire to serve on a Richland County Committee, Board, or Commission.

My name is Dr. Demestress Bell-Williams, but I go by Dr. Dee. I am the owner and founder of Dr. Dee Unlimited Educational Consulting & Co, a global consulting company created to coach and cultivate transformational leaders in education, community organizations, and business.

As a 19-year career educator and community leader, I desire to bring my educational experience, research skills, business acumen, and global relationships to the table to serve my local community. I desire to share my experience and expertise in diversity, equity, and inclusion as well as skills in Leadership Development to ensure that Richland County remains a leading voice in community developments, projects, and programs that provide access and information for all of its citizens.

Some of the characteristics/qualifications that make me an asset to the committee, board, or commission are as follows:

- I am innovative: I seek ways to improve and or enhance what we offer our community to ensure that we are nationally and globally competitive.
- I am diligent: My persistent personality is beneficial for seeing projects through to completion.
- I am cooperative: Cooperation is one of my strongest skills. It is important to value all voices, ideas and input so that we have a comprehensive approach to making decisions on behalf of the county.
- I am a leader: Leadership skills for me are both natural and taught. I have a doctorate in leadership, but I have also led community programs and efforts from the time of my youth. These include:
  - Girls Scouts of America Troop 407
  - Teacher of the Year 2006 Barnwell School District 19
  - Philanthropy Chair for the Talented Tenth SC 2018-2020
  - Community Mini Grants Approval Committee for the Central Carolina Community Foundation 2018-Current
  - Emerge South Carolina (% 2020), Alumni Relations Committee
  - Richland School District Two School Board Candidate 2020
  - Junior League of Columbia % 2021
- I am committed to the Richland County community.

The above information is a brief description of my reason for interest in joining a Richland County Board, Committee, or Commission. For more information on my background and experience, feel free to review the attached resume. I invite you to also connect with me on social media at Facebook, Instagram, Twitter, LinkedIn and YouTube @drdeefulimited.

# DEE BELL-WILLIAMS, Ed.D.

199 Big Game Loop  
Columbia, South Carolina 29229  
Phone: (803) 216-4061  
[drdeunlimited@gmail.com](mailto:drdeunlimited@gmail.com)  
[www.drdeunlimited.com](http://www.drdeunlimited.com)  
[www.culturefocusedteaching.com](http://www.culturefocusedteaching.com)

## EDUCATION

- Ed.D. in *Educational Leadership and Administration*** 2016  
South Carolina State University, Orangeburg, SC  
**Dissertation: *A Comparison of Principals' Perceptions of Leadership Styles and Behaviors to the National Norm at Selected Rural Middle Schools in South Carolina***  
**Advisor: Dr. Michael Boatwright**
- Ed.S. in *Educational Leadership and Administration*** 2010  
South Carolina State University  
Orangeburg, South Carolina
- M.A. (18 Credit Hours) towards a degree in *English*** 2008  
South Carolina State University  
Orangeburg, South Carolina
- M.Ed. in *Curriculum and Instruction*** 2007  
Lesley University  
Cambridge, Massachusetts
- B.A. in *Professional English*** 2002  
South Carolina State University  
Orangeburg, South Carolina

## TEACHING EXPERIENCE

- English Professor AUG 2019-AUG 2020  
*Department of Communication & Arts*  
Benedict College, Columbia, SC
- Adjunct Professor AUG 2015-AUG 2019  
*Freshman Institute Faculty*  
*Department of Humanities and Social Sciences*  
Benedict College, Columbia, SC
- English Instructor AUG 2017-AUG 2018  
Richland One Middle College  
Midlands Tech Campus, Columbia, SC



English Teacher Olympia Learning Center, Columbia, SC	JANUARY 2013-AUGUST 2015
Teacher/Curriculum Coordinator (3 <sup>rd</sup> Grade-Part Time) Imagine Columbia Leadership Academy	JUNE 2012-JUNE 2013
Instructor (Part Time) W.R. Rogers Adult, Continuing and Technology Education Center, Columbia, SC	SEPTEMBER 2011-JUNE 2012
English Teacher/Senior Class Advisor <i>Calhoun County High School</i> , St. Matthews, South Carolina	AUGUST 2007-JUNE 2008
English Teacher/H.S. Lead Teacher & Journalism/Drama Advisor <i>Hunter-Kinard-Tyler High School</i> , Neeses, South Carolina	AUGUST 2006-JUNE 2007
English & Reading Teacher, Yearbook Advisor, English Department <i>Blackville Hilda High School</i> , Blackville, SC	JULY 2003-AUGUST 2006

**EDUCATIONAL CONSULTING EXPERIENCE**

CEO/Global Consultant Dr. Dee Unlimited Educational Consulting & Co. Educational Consulting Firm, Columbia, SC	May 2018-Current
Leadership Development Consultant The Purpose Positioning Institute, Columbia, SC	September-Current
National Educational Consultant Time to Teach Classroom Management Trainer Independent Consulting, Iowa	April 2016-Dec 2017

**PROGRAM EMPLOYMENT EXPERIENCE**

Sr. Program Manager/Assistant Director <i>SC State University GEAR-UP/TRIO Pre-College Access Programs</i> , Orangeburg, South Carolina	JULY 2008-JUNE 2011
<ul style="list-style-type: none"> <li>• Additional Project duties: <i>Instructional Coordinator/Assistant Director (SC State University—Student Support Services Program -SSSP)</i></li> </ul>	

**SUMMER EMPLOYMENT**

Adjunct Professor <i>Freshman Institute/Summer School Faculty</i> <i>Department of Humanities and Social Sciences</i> Benedict College, Columbia, SC	JULY 2016-Current
Upward Bound English Teacher (British Literature) Benedict College, Columbia, SC	SUM 2013-2016 SY 2015- 2016

TESL Summer Teaching Internship  
*Babel Foreign Language School, Zeijiang Province, China*

JULY 2010-AUGUST 2010

### **PUBLICATIONS (New Releases—February 2020)**

Bell-Williams, D. (2020). **Culture-Focused Teaching: A simple system to erase classroom management disaster and fall in love with teaching again.** Unlimited Publishing Co.

Bell-Williams, D. (2021). **The Classroom Management Mastery.** <https://www.culturefocusedteaching.com>

Bell-Williams, D. (2020). **The Creative Classroom Management Crash Course.**  
<https://www.culturefocusedteaching.com>

Bell-Williams, D. (2021). **At The Core: A reflective practitioner's guide to classroom management.** Unlimited Publishing Co. E-Book—Release Date: Summer 2021

Bell-Williams, D. (2021). **I'm Speaking: Rewritten rules of engagement & affirmations for women disruptors.** Sparkle Publishing. Contributing author. Release Date: Spring 2021

### **PRESENTATIONS/EVENTS (only recent events are listed; see website for all events)**

2021 Center for Education and Equity for African American Students (CEEAAAS) Annual Conference. Breakout Session Presenter: *Overcoming the Teacher Fear Factor: Effectively addressing racism and social injustices without losing control of your classroom.* – Columbia, SC

2021 Women in Publishing Summit Session presenter: *How to write for a change? Virtual global summit*

2020 The Total Teacher Summit

Session Presenter: *“Overcoming The Teacher Fear Factor—Effectively addressing racism and social injustices without losing control of your class.”* – Virtual Conference (based out of Pennsylvania)

2020 Center for Education and Equity for African American Students (CEEAAAS) Annual Conference. Breakout Session Presenter: *Who's at the center of your class?"* - Columbia, SC

2020 International Educational Conference Breakout Presenter: *“Who's at the center of your class?"* – London, UK

2020 Virtual Juneteenth Facebook Live Presentation: *Black to the Future: How Rethinking the Pre-K-12 curriculum is no longer an option for schools; especially those that serve predominantly black and brown students.*

Unlimited Edition Live Community Vlog (Video Blog)

*This is my updated Facebook Live platform where I share information and inspiration by hosting leaders in various fields of influence to discuss important topics that relate to the effectiveness of community engagement.*

## **SPECIALIZED TRAINING**

Managing Project Budgets for Federally Funded University TRIO Programs  
*Las Vegas, NV*

Student Financial Aid; and College and University Admissions Policies and Procedures  
*Washington, DC; Mobile, AL*

Banner Finance (SC State University Budget Managing System)  
*Orangeburg, SC*

\*Trio Training to Improve Recordkeeping; Reporting of Student and Project Performance; and the Rigorous Evaluation of Project Performance  
*San Juan, Puerto Rico*

Using Web-Technologies to Enhance Educational Opportunity Experiences  
*New Orleans*

\*Understanding Western Culture; Best Practices for teaching English to Speakers of Other Languages  
*Zhejiang Province, Jaixing, Hongzhou and Quzhou, China*

## **LICENSES AND CERTIFICATIONS**

- HQ Teacher Certificate- South Carolina State Department of Education
- Licensed Minister of the Gospel
- Ordained Pastoral Leader of Dr. Dee Unlimited Marketplace Ministries
- Emerge South Carolina Certification of Completion
- English as a Second Language Teacher (TESL) Certificate-Chinese Culture Center
- Delatorro Worldwide Empowerment Professional Speaking and Coaching Certificate
- Zocklein & Associates Grant Writing and Resource Development Training Certificate
- Nationally Certified Classroom Management Educational Consultant-
  - Time to Teach Certificate

## **PROFESSIONAL AFFILIATIONS**

- Junior League of Columbia 2021-Present
- SC Emerge Member 2020-Present
- Talented Tenth of Columbia 2017-Present
- Zeta Phi Beta Sorority, Inc. 2000-Present
- South Carolina Council of Educational Opportunity Programs and Personnel 2009-2010
- Southeastern Association of Educational Opportunity and Personnel 2008-2010
- South Carolina Education Association 2004-2006
- South Carolina Association of English Teachers 2004-2008
- School Improvement Council (SIC), Orangeburg Consolidated School District Four 2006-2007
- SCSU Phi Alpha Delta, Pre-Law Fraternity Charter Member, Spring 2002-2004

## **COMMUNITY SERVICE ACTIVITIES**

Richland School District Two School Board Candidate	2020
Central Carolina Community Foundation, "On The Table" Grant Committee	2019-Current
On-The-Table-Talks Community Forum Ambassador	2018-Current
Giving Black Day, Chair for Black-Led Non Profits	2018-2020
Paint The Town Red World HIV/AIDS Awareness Fundraiser	2017-2019
2018 Talented Tenth's Annual Turkey Give-A-Way	2018-2019
Department Head for Life Cathedral, Inc. Public Relations/Marketing	2011-2012
Volunteer for the Boys and Girls Club of Columbia	2011-2012
Volunteer for the Columbia Department of Juvenile Justice	2011-2012
Orangeburg Thanksgiving Feast and Praise:	
• Thanksgiving Feeding Committee (founding member)	2009-2011
South Carolina State University Graduate School Committee (Student Representative)	2008-2016
CCHS Discipline Committee	2007-2008

### **AWARDS AND ACCOMPLISHMENTS**

Amazon Best Selling Author	2020
Afro American History & Genealogy Society International Book Award Winner	2020
SC Black Pages Top 20 Under 40 Award Recipient	2020
Lesley University (summa cum laude) Graduate	2007
Nominee for High School English Department Chair	2006-2007
Blackville-Hilda High School, Teacher of the Year	2005-2006
SCSU Honor (cum laude) Graduate	2002

## REFERENCES

**Dr. Rosalyn Clark Artis**

President/CEO  
Benedict College  
1600 Harden Street  
Columbia, SC 29202  
(304) 673-4727

**Dr. Janeen P. Witty**

Assistant Vice President  
Department of Academic Affairs  
Benedict College  
1600 Harden Street  
Columbia, SC 29202  
(803) 705-4761

**Dr. Jennifer Clyburn Reed**

Center for the Education & Equity of African American Students  
University of South Carolina  
1530 Wheat Street  
Columbia, SC 29208  
(803) 261-5077

**Mrs. Angela Holloway**

Co-Pastor of Open Door Ministries  
Apostolic Overseer of Dr. Dee Unlimited Ministries  
Open Door Ministries  
15 Tigris Way  
Greenville, SC 29607  
(864) 720-9515

**Ms. Melissa Watson-Ward**

Executive Director of Emerge South Carolina  
PO Box 291628  
Columbia, SC 29229  
(803) 587-8898

**Ms. Kara Simmons**

The Talented Tenth Board Chairwoman  
Columbia College Adjunct Professor  
1601 Assembly Street  
Columbia, SC 29201  
(843) 532-5397



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: Jonnieka Farr

Home Address: 308 Denby Circle Columbia, SC 29229

Telephone: (home) 803 699 0991 (work) 803 724 5949

Office Address: 1628 Browning Road Columbia, SC 29210

Email Address: jfarr77@gmail.com

Educational Background: Bachelor of Arts Sociology

Professional Background: 20 years of Human Services experience; 19 of which serving the citizens of South Carolina via the Department of Social Services.

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I have always had a passion for service to others within my community. I believe this Council's appointment would allow me to do this at a greater capacity.

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

In my field of Social Work, I have garnered a great deal of experience in working with families within our community at their most vulnerable moments. This places me in a position to view relations in our community from a more distinctive standpoint. My experience has afforded me opportunities to problem solve issues with "out of the box" solutions. Moreover, my experience places me in the position of being a Mediator to ensure positive outcomes for all parties involved. Lastly, I have a great deal of experience working with diverse populations. Considering that I am a former Military "Brat" and Spouse, I have lived and worked in several different states throughout our country as well as Europe. Our community is changing vastly with a great deal of the population coming from diverse areas of our nation as well as other countries. My understanding of different cultures and family dynamics would be an asset to a

Council such as this. Lastly, my current occupation as a business analyst would be an asset to the board. The ability to look at business processes and streamline them would assist the council in moving forward.

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Presently serve on any County Committee, Board or Commission? Currently serving on Community Relations Council.

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Any other information you wish to give? Integrity is very important to me. I believe this is integral in any form of public service.

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 4-6 hours/month.

### **CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No x \_\_\_\_\_

### **STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No x \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jennieka Farr  
Applicant's Signature

07.21.20  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/5/21</u>	Received by: <u>Tamon Black</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	





**APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION**

*Applicant MUST reside in Richland County.*

Name: Don S. Polite Jr.

Home Address: 213 Wannamaker Way

Telephone: (home) 5165470719 (work)

Office Address:

Email Address: djpolite@gmail.com

Educational Background: B.A., American Studies, Williams College; M.S. Education, Brooklyn College; Ph.D. History, University of South Carolina

Professional Background: Special Educator, Public Historian, College Teacher

Male  Female  Age: 18-25  26-30  Over 30

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: Focusing on issues of racial, economic, and racial equity from a planning standpoint

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

through community work as part of Steria Club, I have been frequently contacted for questions of diversity and equity, especially as an independent consultant for State Department of Transportation advisory documents for emergencies

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

Any other information you wish to give? N/A

Recommended by Council Member(s): N/A

Hours willing to commit each month: 4

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No

If so, describe: \_\_\_\_\_

Don S. Polite Jr.  
Applicant's Signature

3/1/2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
*For information, call 875.2060.*

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>2/5/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

**Applicant MUST reside in Richland County.**

Name: Brenda B. Branich, PhD

Home Address: 509 Cold Branch Drive Columbia, SC 29223

Telephone: (home) 803.920.4285 (work) 803.386.8237

Office Address: 10120 Two Notch Rd Ste 2 Unit 118 Columbia, SC 29223

Email Address:  
Branichb@gmail.com

Educational Background: Doctor of Philosophy in Business Management

Professional Background: Owner Operator B Branich Coaching and Consulting

Male \_\_\_\_\_ Female XX Age: 18-25 \_\_\_\_\_ 26-50 \_\_\_\_\_ Over 50 XX

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: My civic and community service has been hands on for the past 30 years. I would like to serve as a commissioner to assist with bettering the community and environment where I reside.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
I have 30 plus years of leadership experience in the banking and insurance industries. My interest in community development, growth, equity, diversity and inclusion would serve the board and the mission of the board well.

Presently serve on any County Committee, Board or Commission? None

Any other information you wish to give? I have been a community volunteer for the past 30 years

Recommended by Council Member(s): Cheryl English and Jessica Mackey

Hours willing to commit each month: 10 - 15

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No XX \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No XX \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brenda B. Swan, MS 3.4.2021  
Applicant's Signature Date

Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.

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

**Applications are current for one year.**

Date Received: <u>3/5/21</u>	Staff Use Only	Received by: <u>JHUNO</u>
Date Sent to Council: _____		
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file		

## Brenda B Branich BIO



Brenda B. Branich, PhD, MBA, owner operator of B Branich Coaching and Consulting holds a Doctor of Philosophy in Business Management, a Master of Business Administration (M.B.A.) from St. Leo University, and Bachelor of Arts in Psychology from the University of South Carolina. Employed in the banking and insurance industries for over 30 years she has held numerous leadership and management positions that enhanced her professional prowess. Brenda has served on a plethora of non-profit boards. While a Board member for City Year Columbia, she was awarded the coveted red jacket for her tenure and loyal service. Dr. Branich also served on the boards for Palmetto Hospice Board of Palmetto Richland Hospital, Girls Incorporated Columbia, Delta House Inc, The Edgewood Foundation, and Richland County Library Friends where she served as Chair, Vice Chair and Treasurer. Dr. Branich has been instrumental in securing funding, recruiting board members, planning, coordinating, and implementing workshops that enhanced the board member's knowledge of nonprofits and the community at large and working to strengthen partnerships and programs. As the result of her untiring efforts, Dr. Branich was named the United Way of the Midlands 2020 volunteer.

Her passion is customer service and assisting professionals with realizing their full potential through self-actualization. A certified trainer for the world-renowned Myers Briggs personality assessment organization, Brenda reinforces the importance of truly knowing oneself with one on one personal assessments. She enjoys individual assessments as well as team building and group facilitation. Her mantra is "if your dreams don't scare you, they aren't big enough" Dr. Branich earned her Diversity and Inclusion certification from Cornell University which affords her the opportunity to facilitate a myriad of workshops.

Dr. Branich is a proud member of Delta Sigma Theta Sorority Inc. where her philanthropic beliefs are perfectly suited for the principles of Delta Sigma Theta Sorority Inc. Dr. Branich successfully led the 400 plus Columbia (SC) Alumnae chapter as President from 2015 – 2019. She serves on local and regional committees that benefit the Sorority and the Community. She has a wealth of experience with Talent Acquisition, Public Speaking, Team Building, Professional and Career Coaching, Training Facilitation, Process Improvement, Administration, Leadership, Collaboration, and Communication and is delighted to share her business acumen with those wanting or needing her service.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: TERRY DAVIS

Home Address: 1829 Senate St. 7E, Columbia, SC 29201

Telephone: (home) 803-348-1006 (cell) (work) 803-799-1311

Office Address: 621 Gadsden St., Columbia, SC 29201

Email Address: TERRY6261@att.net

Educational Background: BA Univ. of Michigan, MEd Univ. of SC

Professional Background: USC Admissions Director (retired). current

Male [ ] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [X] Restaurant owner

Name of Committee in which interested: HOSPITALITY

Reason for interest: I am a restaurant owner and have been on the City of Columbia Hospitality tax committee in the past -

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

Commission: reliable; Organization; Knowledge of Columbia Richland County; past H-tax experience; See resume included

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

Any other information you wish to give? I am highly qualified and eager to serve.

Recommended by Council Member(s): I have contacted Allison Terracio

Hours willing to commit each month: I'm flexible

CONFLICT OF INTEREST POLICY

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes X \_\_\_\_\_ No \_\_\_\_\_

If so, describe:

I am on the Board of the Columbia Music Festival Association (CMFA)

Ty R. Dan  
Applicant's Signature

10-1-2020  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

Staff Use Only	
Date Received: <u>10/1/20</u>	Received by: <u>hmo</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	323 of 404

(Ms.) Terry L. Davis  
1829 Senate St, Unit 7E  
Columbia, SC 29201  
[Terry6261@att.net](mailto:Terry6261@att.net)  
803-348-1006

## EDUCATION

Bachelor of Arts                      Psychology and English  
University of Michigan, Ann Arbor, MI  
May 1971

Master of Education                      Guidance and Counseling  
University of South Carolina, Columbia, SC  
May, 1982

## EXPERIENCE

Co-Owner, Thirsty Fellow Pizzeria and Pub, 2009-present

- With two partners, renovated and opened the restaurant in 2009;
- Established policies and procedures for hiring and training staff; hired an opening staff of thirty employees; currently manage 50 employees;
- Coordinate payroll, bookkeeping and all financial and human resource duties;
- Consult with customers on special events and catering.

Director of Undergraduate Admissions, 1990-2008 (retired)

- Supervised 40 professional and support staff members;
- Managed an annual budget of over \$2 million;
- Served on presidentially appointed faculty committees;
- Designed and directed undergraduate student recruitment program, including scholarships and honors.

Associate Director of Undergraduate Admissions, 1987-1990

Assistant Director of Undergraduate Admissions, 1984-1987

- Managed operations unit which processed over 15,000 applications annually;
- Served as secretary to the Faculty Committee on Admissions;
- Directed internal student admissions;
- Developed mainframe student recruitment tracking system;
- Supervised practicum experience for masters-level graduate students;
- Evaluated credentials and made decisions on admission applications;
- Administered state grant-funded desegregation program.



#### Admissions Counselor, 1978-1984

- Managed recruitment initiatives and traveled throughout the Eastern seaboard;
- Counseled prospective students and their parents through the admissions process.

#### PROFESSIONAL ASSOCIATIONS

- American Association of Collegiate Registrars and Admissions Officers (AACRAO)  
Local Arrangements Chair, 1999 Annual meeting;
- Southern Association of Collegiate Registrars and Admissions Officers (SACRAO)  
Local Arrangements Chair, 1990 Annual Meeting
- Carolinas Association of Collegiate Registrars and Admissions Officers (CACRAO)  
President, President-Elect, Vice President  
Vice President for South Carolina  
Member-at-Large, Executive Committee  
Local Arrangements Committee (chair)  
Scheduling Committee, Mass Communications Committee, Educational Consultant (charter member), Program Committee
- National Association for College Admissions Counseling (NACAC)
- Southern Association for College Admissions Counseling (SACAC)  
Admissions Practices Committee, National Delegate
- Association of Chief Admissions Officers of Public Universities (ACAOPU)

#### CITY OF COLUMBIA ACTIVITIES

- Past Secretary and Past President, Downtown Neighborhood Association (DNA) (moved from Main Street District in May 2020)
- Past President, Capitol Places V Homeowners Association
- Board Member, Transitions (neighborhood representative)
- Past member, Coalition of Downtown Neighborhoods
- Past member, Public Space Committee and Long-Range Planning Committee, City Center Partnership
- Past Volunteer, Harvest Hope Food Bank and Richland County Public Library
- Past member and Chair, City of Columbia Hospitality Tax Advisory Committee
- Board Member, Columbia Music Festival Association (CMFA)



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Rhonda S Williams
Home Address: 1200 Saint Andrews Rd, Apt 1415 Columbia, SC 29210
Telephone: (home) 803-741-8063 (work) 803-545-0002
Office Address: 1120 Lincoln St Columbia, SC 29201
Email Address: rwilliams@experiencecolumbia.sc.com
Educational Background: Wintrop University | Coastal Carolina Uni.
Professional Background: Hospitality and Tourism | Banking
Male [ ] Female [x] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]
Name of Committee in which interested: Hospitality Tax Advisory Committee
Reason for interest: I have a deep passion for hospitality, and a love for Columbia, SC.

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

I have a certification from Florida Atlantic Uni in hospitality/tourism Management, a diligent and honest citizen and a devoted

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

Any other information you wish to give? —

Recommended by Council Member(s): —

Hours willing to commit each month: 40-50 hrs

CONFLICT OF INTEREST POLICY

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

R. J. ...  
Applicant's Signature

2-24-2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

Date Received: <u>2/24/21</u>		Staff Use Only	
Date Sent to Council: _____		Received by: <u>mm</u>	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file			



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Kitwanda Cyrus

Home Address: 14 Laurel Bluff Court Columbia, SC 29229

Telephone: (home) 843-364-2560 (work)

Office Address: 7001 Parklane Road Columbia SC 29223

Email Address: Kitwanda.smith@gmail.com

Educational Background: Bachelors Degree Marketing - USC Columbia

Professional Background: Co-owner of Kiki's Chicken and Waffles

Male [ ] Female [ ] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]

Name of Committee in which interested: Hospitality Tax

Reason for interest: I want to invest in my community and give back any way I can.

Being a part of these boards will help me grow as a leader and network with other professionals

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

Business Owner / Restaurant - Kiki's Chicken and Waffles

Accountant Supervisor

Presently serve on any County Committee, Board or Commission? Yes Business Services Center

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: 20 hours

CONFLICT OF INTEREST POLICY

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

Yes \_\_\_\_\_ No

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

3/5/2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

Staff Use Only	
Date Received: <u>3/5/21</u>	Received by: <u>JH/10</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Delores G. Barber

Home Address: 2301 Whitepine Rd.

Telephone: (home) (803) 767-7806 (work) \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: dgeddist@aol.com

Educational Background: Associate Degree

Professional Background: License Registered Nurse - Retired

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

Name of Committee in which interested: Board of Assessment Appeals

Reason for interest: I have lived in Richland County for 32 years and would like to help make a difference in Richland County and my community.

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

Commission:

Please see attachment

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

Any other information you wish to give? Please see attachment

Recommended by Council Member(s): NO

Hours willing to commit each month: 25 hours or more if needed.

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No

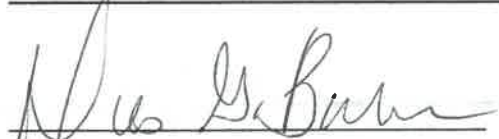
**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No

If so, describe: \_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

NOV. 6, 2020  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>11/13/20</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	





APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Etonda J Mack
Home Address: 100 TOAD Rd, Colo, SC 29209
Telephone: (home) 803 429-0161 (work)
Office Address: Work Remotely
Email Address: mackfam04@gmail.com
Educational Background: Associate Accounting / Bachelor Bus Admin / 1 Yrs of pursuing MBA
Professional Background: Loan Specialist SBA-PPP Forgiveness / Former Loan Officer City of Colo
Male [ ] Female [x] Age: 18-25 [ ] 26-50 [ ] Over 50 [x]
Name of Committee in which interested: Board of Assessment Appeals
Reason for interest: Attachment

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

Attachment

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

Any other information you wish to give? Treasurer of Unity Missionary Baptist Church, Treasurer of Auxiliary Post 641 VFW

Recommended by Council Member(s): N/A

Hours willing to commit each month: Varies

CONFLICT OF INTEREST POLICY

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

Yes \_\_\_\_\_ No ✓

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No ✓

If so, describe: none

[Signature]  
Applicant's Signature

3/5/2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/5/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Elonda J Mack- ATTACHEMENT

**Reason for Interest**

I am an expert in accounting and financial records. Practical Knowledge of creating and implementing budget plans. Excellent organization, prioritization, and multitasking skills. A proven track record. I believe that the skills and experiences, I have gained at my current and previous positions makes me an ideal candidate for this position. I am also skilled in: Identifying potential areas for improvement and working on reduction of unnecessary expenses. Proactively participating in the budget management and training and supervising new personnel. Effective problem-solving ability, planning budgeting, process improvement and project master skills. Administered and monitored CDBG/HMGP and Small Businesses of City of Columbia Project of 2015 Disaster Flood.

**Your characteristics/qualifications, which would be an assist to the Committee Board or commission**

With over ten years of experience, I am goal driven, dependable, honest, willing to learn, a great team player, working towards common goals. I have excellent communication (verbal, written and listening), skills - interpretation body language, managing emotions, negotiating, and resolving conflicts. I am intelligent, capable, dedicated, and personable. Excellent in numeracy and sound technical skills, problem-solving skills, and initiative. I am quick on my feet with a sensible reaction in all situations. With the confidence to handle any situation with thoughtfulness and maturity. Moreover, I believe that I would be a valuable addition to your team and the whole organization.



**Agenda Briefing**

<b>Prepared by:</b>	Clayton Voignier	<b>Title:</b>	Director
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Planning Services
<b>Date Prepared:</b>	April 08, 2021	<b>Meeting Date:</b>	May 04, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 15, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 15, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 15, 2021
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Subject:</b>	Taylors Community Improvement Funds		

**STAFF’S RECOMMENDED ACTION:**

Approve staff to move forward with developing a detailed project plan for the expenditure of the \$300,000 allocated to the Taylors Community, in developing and implementing the Rail-to-Trail Art Alley;

or,

Approve staff to move forward with developing a detailed project plan for the expenditure of the \$300,000 allocated to the Taylors Community, in implementing the beautification measures, i.e., public art, gateway signage, and community scavenger hunt, in a coordinated manner.

**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

Currently, the funds received as part of the infrastructure agreement are not in the current fiscal year budget. If approved to move forward, staff would request the \$300,000 be included in the Neighborhood Redevelopment budget for FY22 as part of the budget approval process.

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Because the anticipated costs of the project, and necessary approvals, staff believes it is best to move forward with the project planning for the remainder of the fiscal year and begin the implementation process in FY22 in July. This is in part, due to the procurement deadlines having passed for requisitions above \$15,000 and \$100,000.

Depending on the measures implemented, limited maintenance costs may be associated with the projects, but would be minimal based upon the nature of the recommended options.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

Per the infrastructure agreement, the funds must be spent within the community area of the development project (Reign Living) and can only be utilized for the purposes of acquiring, developing, constructing, or improving certain parks, green spaces, recreational facilities, or beautification projects. The County has the sole discretion in how the funds are expended.

**MOTION OF ORIGIN:**

“...designate the \$300,000 donated by Reign for recreation in the Taylor’s community, to direct staff and Legal to collaborate with the Recreation Commission to present a plan to use those dollars for recreation in Taylors, and to provide an update on that plan to Council in the next 45 days.”

Council Member	Chakisse Newton, District 11
Meeting	Regular Called Meeting
Date	February 16, 2021

**STRATEGIC & GENERATIVE DISCUSSION:**

Staff is providing Council options to consider in relation to the \$300,000 allocated for the Taylors Community. Per the motion made by Councilmember Newton at the February 16, 2021, Regular Meeting of Council, staff was directed to collaborate with Richland County Recreation Commission (RCRC) in developing a plan on how to use the funds for recreation in the Taylors Community. Staff has not received any contact back from RCRC regarding the use of the funds and collaboration surrounding such.

The two motions associated with the fund, including Councilmember Newtons’s motion and the original motion by then Councilmember Myers, both mention recreation and/or parks specifically. Based upon certain findings by staff, a park already exists within the community, Perrin-Thomas Park and Community Center (formerly Perrin-Thomas Elementary School), which is owned and operated by RCRC. RCRC’s website notes that the park is new with a variety of features.

Because of these factors, staff is proposing a variety of options for the \$300,000 that is appropriate for the area. The options noted below have various interrelation with one another and should be considered in conjunction. Alternatively, certain options, principally the public art and gateway signage, could be completed as standalone projects if desired.

- Rail-to-Trail “Art Alley”
- Public Art
  - Murals
  - Sculptures
- Scavenger Hunt
- Gateway Signage

Staff also believes that utilizing the funds for further enhancements to the Perrin-Thomas Park and Community Center is still an appropriate alternative depending upon the will of Council and RCRC’s openness to communication and collaboration on the enhancements. However, staff believes that few enhancements would be accomplished based upon the recent renovations and improvements already

completed as well as the willingness of RCRC to partner or use space that serves other purposes. Likewise, staff believes, barring any contractual basis from the infrastructure agreement, that returning the funds is another alternative, though staff would recommend only as a last course of action if no agreement can be made on how to best utilize the funds.

Staff is requesting a Council decision specific to the funds and the improvement options provided. Once given approval, staff will begin developing a more specific project plan in relation to the approved option(s). From there, staff would initiate the various approvals and other matters needed to carry the project forward.

The funds provided as part of the infrastructure credit agreement have a specific purpose and can only be utilized in a few ways. Staff believes that the beautification options allow for the most creative and feasible use of the funds as a way to benefit the Taylors community directly and the broader area as a whole. As evidenced by way of the agreement, beautification is a top priority for the area.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

As noted earlier, staff believes the “beautification” options to be the most viable and feasible for the constraints tied to the funding. In relation to this, staff has looked at various demographic components and existing land uses within the area as part of its review in considering appropriate improvement projects.

Staff defines the Taylors community as the area between Bluff Road on the south, CSX and NFS Railroads on the north, Rosewood Drive on the west, and the western boundary of the Arthurtown subdivision and community on the east. This also coincides with Block Group 2 of Census Tract 117.01.

The area primarily consists of commercial and industrial properties, along with several apartment complexes. Many of the multi-family uses are new and have served as redevelopment and/or adaptive reuse of vacant commercial and industrial properties. Likewise, these have in part been developed in relation to UofSC and the stadium nearby, catering to student-aged and young adult populations as well as seasonal housing. There is limited single-family detached housing, and what does exist, is found almost singularly along Andrews Road. The community is also home to Williams-Brice Stadium and the SC Fairgrounds, which represent two features that are mainstays of the community area. As such, the area is a prime location for many people visiting from outside the local area, especially during weekends for football games and the variety of events and happenings at the SC Fairgrounds. Another attraction in the community is River Rat Brewery, a popular spot for Columbia residents. Collectively, these amenities and features facilitate a significant population that travel into and experience the Taylors community bringing large crowds of people into the area on a relatively frequent basis.

Based upon the most recently available census data (2019 ACS 5-year Estimates), the community is home to around 1,700 people. These are primarily college-aged students and young adults between the ages of 18 and 29. There are only about 19 children (anyone less than 18 years old) within the community. The median age for the area is 21.7. Around 84% of the population is white; the remaining 16% is Black. Of the occupied units in the area, around 70% are rentals where 80% of the population resides in such. These range from studio apartments to 5 bedroom units. Generally, the residents are longer-term renters for the expected age grouping, where about 65% of the population have lived at their current residence for over a year or more.

Based upon the demographics and the attractions currently in the area, staff is of the opinion that the beautification elements will help further enhance the Taylors community for investment and attracting visitors.

**ATTACHMENTS:**

1. February 12, 2021 County Council Regular Session Minutes
2. Reign Living LLC Infrastructure Credit Agreement, Sec. 1.2(d)
3. Beautification Improvements Concept Examples
4. Overview Map



Richland County Council  
Regular Session  
February 16, 2021 – 6:00PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Paul Livingston Chair, Yvonne McBride, Bill Malinowski, Derrek Pugh, Allison Terracio, Gretchen Barron, Overture E. Walker, Jesica Mackey, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Tamar Black, Leonardo Brown, Ashiya Myers, Ashley Powell, Clayton Voignier, John Thompson, Elizabeth McLean, Dwight Hanna, Lauren Hogan, Jani Hussain, Ronaldo Myers, James Hayes, Michael Niermeier, Jeff Ruble, Judy Carter, Jennifer Wladischkin, Dale Welch, Bill Davis, Stacey Hamm, Lori Thomas, Michael Maloney, Randy Pruitt, Brittney Hoyle-Terry, Dante Roberts and Michael Byrd.

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:02PM.
2. **INVOCATION** – The Invocation was led by the Honorable Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton
4. **PRESENTATIONS**
  - a. **COMET Highlights** – Mr. Andoh provided an update on the COMET.
5. **APPROVAL OF MINUTES**
  - a. **Special Called Meeting: February 9, 2021** – Ms. Terracio moved, seconded by Mr. Pugh, to approve the minutes as published.

Ms. McBride requested that it be notated on pp. 9-10 that she was present, but unable to vote due to technical difficulties.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, Newton.

Not Present J. Walker.

The vote in favor was unanimous.

## 19. OTHER ITEMS

- a. 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 - Mr. Brown noted there are meeting notes in the agenda packets that reference the conversation in the November A&F Committee. The last time they check back on this item, they were able to identify language in the Economic Development Agreement that talked about where the funds came from, in terms of what was happening with the park. Discussions had begun with the Recreation Commission, and that is where the item rests. The Community Planning and Development Department has been working with the Recreation Commission to determine whether this is something the Recreation Commission could take on.

Mr. Livingston inquired about the communication between the Recreation Commission and staff.

Mr. Brown responded there have been initial conversations, but there have been no commitments by the Recreation Commission to move forward with the development of a park in this area.

Mr. Voignier stated all the information about this particular park are included in the agenda packet. There have been additional conversations with the Recreation Commission about the Atlas Road Park, which is not related to this particular agenda item.

Ms. A. Myers stated, per her notes, the last direction Council delivered was for the County Attorney's Office was to advise Council on what steps needed to be taken in order to deliver the park or the funds to the Taylors community.

Ms. McLean stated the last involvement Legal had on this was the drafting of an intergovernmental agreement with the Recreation Commission. Legal has had no involvement in this process from the beginning. The intergovernmental agreement was based on comments they got from Ms. Powell and Mr. Voignier. She stated, at the time, they were not in any way in agreement with the Recreation Commission on how this might go down. Mr. Voignier sent her a draft the Recreation Commission presented to the County, which Legal had not seen. Basically, it was a master agreement for all parks the Recreation Commission would take over on behalf of the County. Legal can go in any direction Council would like. If Council would like the County to own this park, build this park and hand it over to the Rec Commission, it would have to be negotiated. Based on the agreement the Recreation Commission sent, it does not seem likely, but that is a path we could try. The other option is to give the funds to the Recreation Commission with an agreement saying what they have to spend it on.

Ms. Newton stated her understanding was the \$300,000 was negotiated and would be provided for recreation for the community. Effective December 2020, all of the funds have been paid to the County. As it relates to the Recreation Commission, they have not agreed to accept responsibility for the park.

Mr. Brown responded in the affirmative.

Ms. Powell stated the answer to those questions would be 'yes', but she added staff was not aware of any Council motion that directs the funds to be used for a park.



Ms. Newton inquired if it would be appropriate to make a motion that would give staff a clear direction. From her perspective, there are so many details that are unclear it would be along the lines of directing Administration and Legal to come to Council with a plan for how these funds might be used for recreation for this community, which would give Administration and Legal the latitude to recommend options.

Ms. Barron noted, from what she read, these funds were for recreation. It does not state that it has to go through the Recreation Commission. She is concerned if they have not responded at this point, they may not be willing to manage the project. Having several parks in her district, and having conversations with the Recreation Commission, she would like for us to do our due diligence in instructing Mr. Brown, his staff and Legal to be able to explore creative options that would not include the Recreation Commission.

Mr. Livingston stated the funding was designated for a particular area. Richland County is not directly responsible for recreation. He thought staff suggested we consider establishing an MOU with the Recreation Commission and let them decide what the appropriate use of the funding and location would be.

Ms. McBride stated it appears we are under legal obligation to use the \$300,000 for a recreational program in the Taylors community, based on the donation.

Ms. McLean responded it is a possibility. She does not know how the donation was initially negotiated. She does not know what our representations to the developer were. It appears it was for somewhat recreation facility in that area. She stated she would need additional information before she could answer the question definitively.

Ms. McBride agrees with Ms. Barron, she is concerned about giving the funds to the Recreation Commission without a detailed plan on how it would be used.

Mr. Malinowski inquired if we cannot come to an agreement with the Recreation Commission, could we give the money back. He noted staff pointed out that additional cost for recurring park maintenance would occur, and we need to take that into consideration. It is fine for somebody to give you funding to build the park, but then the County is responsible for the increase in the budget for maintenance and staffing.

Ms. Newton stated she would like for Legal to review the documentation and come back with their option. She noted she spoke with the attorney who represented the developer on this project to ask some clarifying questions. Her understanding is those funds were clearly donated for the purpose of recreations in this community. She would suggest for staff to come back with a plan that could include a number of options. At this point, her impression is the Recreation Commission does not have a desire to manage this project.

Ms. McBride stated she believes the needs of the community have been identified. She would hate to see us not do something to address the identified need. She noted we have a lot of expertise on our staff and we may have someone on staff that can provide options for this to be done.

Ms. Powell responded staff is willing, and able, to look at an array of options and come back to Council with some to choose from. Their stagnation has been that there has not been a clear motion from the policy making body as to what these funds should be used for.

Ms. Barron stated if the Recreation Commission would like to serve in the capacity of giving us guidance on the best way of using these funds, she would encourage Council to use them and their expertise. Also, looking at nontraditional ways of how we can still serve this community with the funds that have been given to us through some of our non-profit organizations or other partner organizations within the community. Based on what she read, it is about bringing recreation to the community. The method is not clear. She would encourage staff to be creative in bringing this to the community and give them the resources they need.

Ms. Newton moved, seconded by Ms. Barron, to designate the \$300,000 donated by Reign for recreation in the Taylor's community, to direct staff and Legal to collaborate with the Recreation Commission to present a plan to use those dollars for recreation in Taylors, and to provide an update on that plan to Council in the next 45 days.

Mr. Malinowski inquired if the motion should include the worst-case scenario that we would return the funds.

Mr. Livingston responded when they come back with the update we can make that decision.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: J. Walker

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 7:39PM

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) RESOLUTION

A RESOLUTION CERTIFYING PROPERTY LOCATED AT 1087 SHOP ROAD AND 1115 SHOP ROAD AS ABANDONED BUILDING SITES PURSUANT TO THE SOUTH CAROLINA ABANDONED BUILDINGS REVITALIZATION ACT, TITLE 12, CHAPTER 67 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws (1976), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned buildings located in South Carolina; and

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees, or premium taxes, or a credit against local property taxes; and

WHEREAS, Reign Living LLC or an affiliate, successor, or assign (the "Taxpayer") intends to rehabilitate certain real property located at 1087 Shop Road, Richland County Tax Map Number 11210-01-13 ("Parcel A") and 1115 Shop Road, Richland County Tax Map Number 11210-01-01 ("Parcel B"), which properties are located in Richland County, South Carolina (the "County"); and

WHEREAS, the Taxpayer has expressed a desire to claim income tax credits under the Act, which shall have no fiscal impact on the County, and Taxpayer has submitted Notices of Intent to Rehabilitate dated as of September 8, 2017 ("Notices of Intent") to the South Carolina Department of Revenue with respect to Parcel A and Parcel B; and

WHEREAS, Section 12-67-160 of the Act provides that a taxpayer may apply to the county in which an abandoned building is located for a certification of the abandoned building site, and the taxpayer may conclusively rely upon that certification in determining the credits allowed; and

WHEREAS, the Taxpayer has applied to the County to certify Parcel A and Parcel B as eligible abandoned building sites, defined by Section 12-67-120 of the Act, in order to facilitate Taxpayer's claim for income tax credits.

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


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 7<sup>th</sup> 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**



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**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**

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## 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**

# Beautification Improvements Concept Examples

Taylors Community Improvement Project

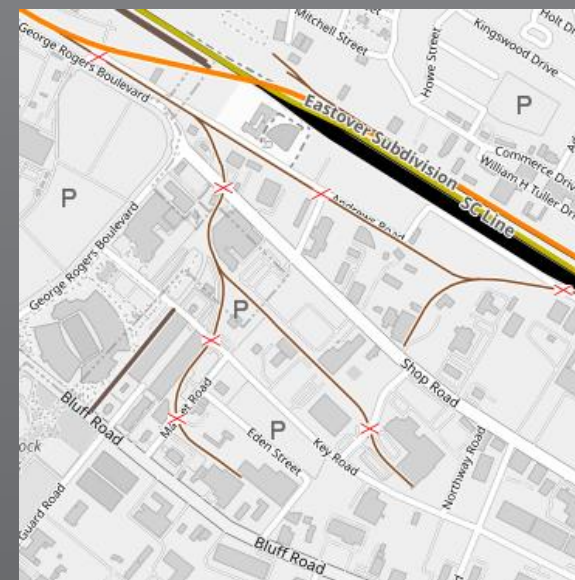
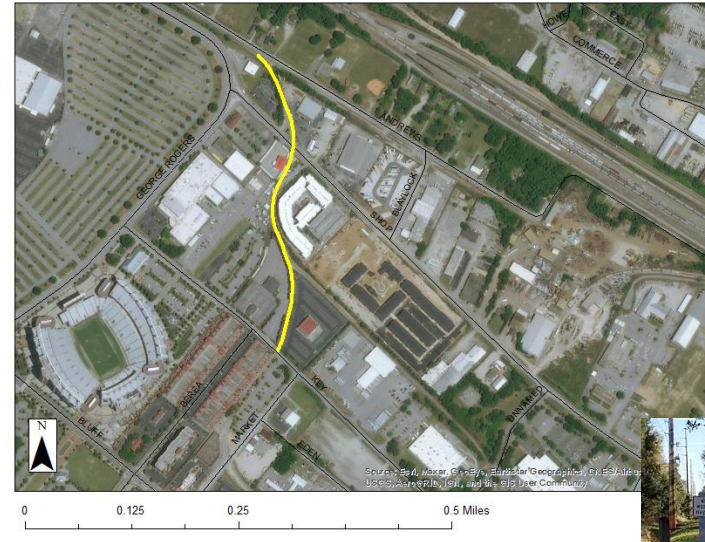




# Rail-to-Trail Art Alley

- Concept
  - Repurpose inactive railways
  - Allow cut-through circulation for pedestrians
  - Location and medium for public art opportunities
  - Utilize the various beautification measures offered at one location
- Application
  - Utilize inactive railway connecting Andrews Rd and Key Rd
  - Can connect to Assembly St multi-use path in development by Transportation Penny
  - Provide pedestrian route to Williams-Brice Stadium
- Cost
  - Approximately \$220,000 with variation determined by right-of-way acquisition costs
  - Can be completed in segments to reduce costs (i.e. connecting Shop Rd and Key Rd, rather than Andrews Rd and Key Rd)
  - Can be supplemented by federal trail building grants

Proposed Art Alley Location



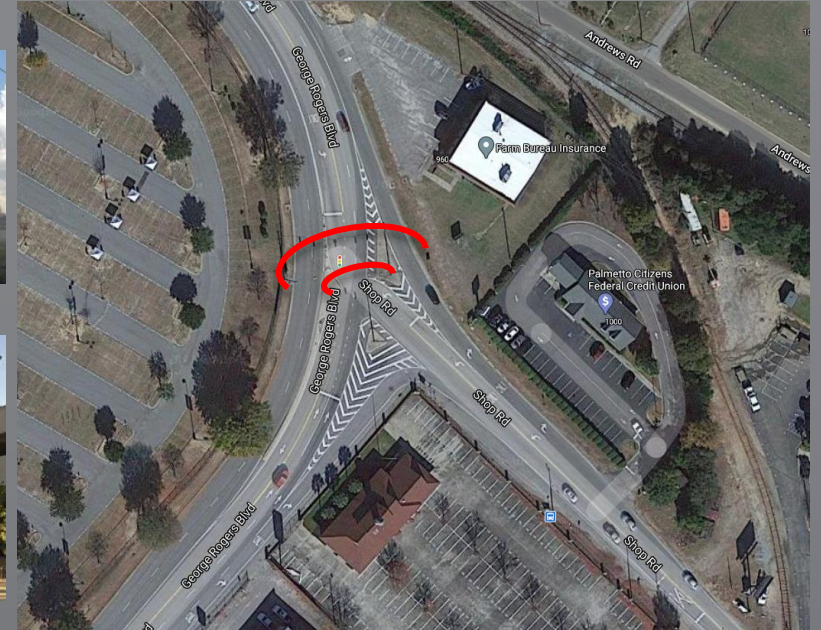
Inactive Railways





# Gateway Signage

- Concept
  - Provide visually appealing signage that helps identify and brand the area
  - Build on community character in the Taylors Community, e.g., abandoned railroads in the area, industrial commercial buildings, and archways in Williams Bryce Stadium
  - Could include larger and smaller signage components
- Application
  - Place on frequently travelled and roadways intersections
  - Various intersections within the Taylors Community
- Cost
  - Cost estimate : \$23,000
  - Range: \$15,000 - \$70,000 (depending on size and materials)





# Mural

- Concept
  - Visual art on large blank wall
  - Placemaking device that represents the community
  - Transform blank spaces into eye-catching public art
- Application
  - Heavily trafficked area during events
  - Underutilized façade space (e.g., SCETV)
- Cost
  - \$10-50 per square foot, varies by artist experience level
  - Cost can be reduced for a mural on only a portion of the wall
  - Reference point: Five Points postcard mural completed with budget of \$26,000

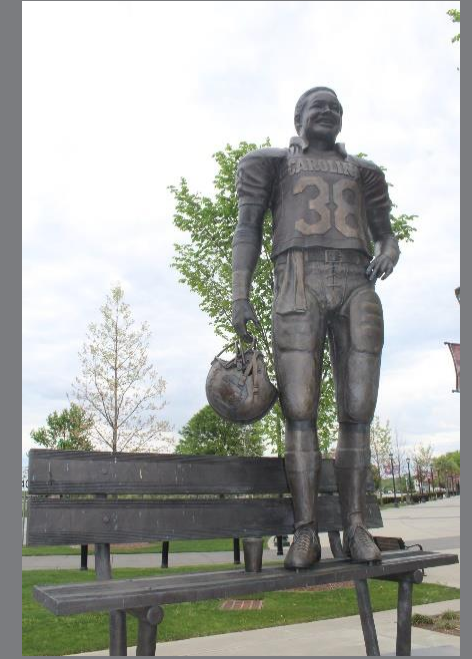
Potential Mural Site





# Sculpture

- Concept
  - Larger art piece that provides an extra dimension (3D)
  - Represent community through various sculpture styles
  - Possibility for interactive pieces
- Application
  - Larger sculpture at community gateway
  - Smaller pieces incorporated into potential art alley or throughout the neighborhood
- Cost
  - \$20,000+ for larger sculpture pieces; reference new 15 ft tall sculpture project on Main St with budget of \$75,000
  - Lower costs for smaller pieces that could be utilized in a broader way



# Scavenger Hunt

- Concept

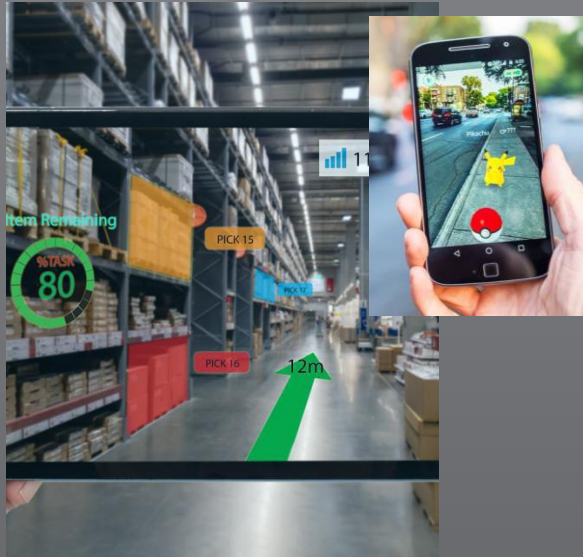
- Everyday Items turned art (Man Holes, gates, fences, trashcans) using place-making components
- Highlights architecture, history, artwork and other interesting elements in the community.
- A way of creating dynamic experiences in place without disturbing the actual surroundings.
- Scavenger items potentially could be auctioned off to support a local charity.
- Items used in the scavenger hunt can be used as a circulation guide for art exhibits.

- Application

- Location of elements will vary depending on what medium is chosen.
- Utilize Augmented Reality

- Cost

- Cost will vary depending on size and medium.





# Augmented Reality

- Concept

- Used as a multi-use platform for other place-making elements.
- Augmented reality (AR) is an enhanced version of the real physical world that is achieved through the use of digital visual elements, sound, or other sensory stimuli delivered via technology. Enhanced navigation systems use augmented reality to superimpose a route over the live view of the road.

- Application

- During football games, broadcasters use AR to draw lines on the field to illustrate and analyze plays.
- Furniture and housewares giant IKEA offers an AR app (called IKEA Place) that lets you see how a piece of furniture will look and fit in your space.

- Cost

- Free Augmented Reality (AR) apps exist already but would be a third-party name to app.
- Neighborhood/Community specific AR app averages \$5,000-\$10,000 if created from scratch. (Philadelphia is already using one for their city)
  - Cost for AR app varies but a custom platform would cost \$5,000-\$10,000.







Perrin-Thomas Park and Community Center

Reign Living

Taylor's Community Area - Block Group 2, Census Tract 117.01





**Agenda Briefing Addendum**

<b>Prepared by:</b>	Ashiya A Myers	<b>Title:</b>	Assistant to the County Administrator	
<b>Department:</b>	Administration	<b>Division:</b>		
<b>Contributor:</b>	Bryant Davis	<b>Title:</b>	Assistant Director	Government & Community Services
<b>Contributor:</b>	Elizabeth McLean	<b>Title:</b>	Acting County Attorney	
<b>Date Prepared:</b>	May 13, 2021	<b>Meeting Date:</b>	May 04, 2021	
<b>Approved for Consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM		
<b>Agenda Item:</b>	18b. Taylors Community Improvement Funds			

**COUNCIL INQUIRY #1:**

What does the agreement say/permit regarding the funds? [Newton]

*Reply:*

Below is the applicable excerpt from the infrastructure credit agreement (subsection (d)).

**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.

**COUNCIL INQUIRY#2:**

Is there a community HOA or other like organization with which the County may partner?

*Reply:*

The Office of Government and Community Services has confirmed the existence of a homeowners' organization/neighborhood group for the Taylors Community.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

As of the agenda documentation due date, the County Attorney's Office did not yet have an update.

**ATTACHMENTS:**

1. Infrastructure credit agreement






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 7<sup>th</sup> 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**

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**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**

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## 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**



**Agenda Briefing**

<b>Prepared by:</b>	Sandra Haynes	<b>Title:</b>	Director
<b>Department:</b>	Animal Services	<b>Division:</b>	Animal Care
<b>Date Prepared:</b>	April 12, 2021	<b>Meeting Date:</b>	April 27, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 14, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 14, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 14, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Intergovernmental Agreement with the Town of Arcadia Lakes		

**STAFF'S RECOMMENDED ACTION:**

Staff recommends the approval of the intergovernmental agreement with the Town of Arcadia Lakes. This intergovernmental agreement will replace the agreement previously entered into with the Town for animal care services.

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Currently, there are no funds explicitly dedicated to the budget for the intergovernmental agreement. An amendment is not necessary to carry out the duties associated with the intergovernmental agreement.

**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:**

On November 5, 1979, Richland County entered into an agreement with the Town of Arcadia Lakes to provide animal care services. This agreement was entered upon the Town of Arcadia Lakes' desire to provide uniformity of animal control regulations in the best interest of its citizenry's health, safety, and general welfare. The agreement empowered Richland County Animal Care Officers to enforce the Town of Arcadia Lakes' animal control ordinance within its jurisdiction, provided that citations would be issued based on the Town of Arcadia Lakes code.

This agreement remained in effect until January 13, 2015; the Town of Arcadia Lakes revised the terms for practicality. The Town of Arcadia Lakes adopted the Richland County Animal Care Ordinance which effectively allows County Animal Care Officers to enforce and issue citations under Chapter 5 of the Richland County Ordinance. The Town of Arcadia Lakes desired to keep Town of Arcadia Lakes Ordinance Section 6-201, which restricts the keeping of hogs, pigs, cows, horses, goats, sheep, or chickens within the Town. The term of this agreement has expired.

The Town of Arcadia Lakes wishes to enter into a new agreement with a ten-year term. The Town of Arcadia Lakes did not request any other changes to the agreement.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

#### **ATTACHMENTS:**

1. Intergovernmental Agreement



and issuing tags. The County shall retain all payments received for pet licenses within the Town.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contracted with or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in its applicable veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals pursuant to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto. The parties agree that the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201, which prohibits hogs, pigs, cows, horses, goats, sheep or chickens within the Town, and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance.

3. Except as noted in Paragraph 2 above, in any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.

4. This Agreement shall have a term of ten (10) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Arcadia Lakes.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is



assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

7. Nothing contained herein shall be interpreted to supersede agreements of intergovernmental matters between the Town and County, not otherwise addressing animal control as contemplated within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

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

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

**RICHLAND COUNTY**

\_\_\_\_\_  
By: Paul Livingston, Richland  
County Council Chairperson

**TOWN OF ARCADIA LAKES**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Sandra Haynes	<b>Title:</b>	Director
<b>Department:</b>	Animal Services	<b>Division:</b>	
<b>Contributor:</b>	Elizabeth McLean	<b>Title:</b>	Acting County Attorney
<b>Contributor:</b>	Stacey Hamm	<b>Title:</b>	Director of Finance
<b>Date Prepared:</b>	May 06, 2021	<b>Meeting Date:</b>	May 18, 2021
<b>Approved for Consideration:</b>	County Administrator		Leonardo Brown, MBA, CPM
<b>Agenda Item:</b>	Intergovernmental Agreement with the Town of Arcadia Lakes		

**COUNCIL INQUIRY #1:**

Is the intergovernmental agreement with the Town of Arcadia Lakes the same as with other municipalities, at no cost? [McBride]

*Reply:*

The County collects property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for Animal Care services provided to the Town. There are no additional fees or charges to the Town of Arcadia Lakes.

**COUNCIL INQUIRY#2:**

Do the taxes collected by the County cover the costs of the services provided to the town? [McBride, Malinowski]

*Reply:*

See attachment 1.

**COUNCIL INQUIRY #3:**

Will there be additional costs incurred if Animal Care removes animals prohibited by the Town of Arcadia Lakes? [Malinowski]

*Reply:*

Animal Care may incur additional costs. However, there are no past events of picking up hogs, pigs, cows, horses, goats, sheep, or chickens in the Town of Arcadia Lakes.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

The Town of Arcadia Lakes has no issue with the additional language recommended by the Committee. The Legal Department has updated the agreement.

**ATTACHMENTS:**

1. Town of Arcadia Lakes Service Requests Received/Costs Paid
2. Updated Intergovernmental Agreement

Town of Arcadia Lakes Service Requests/Costs Paid

	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FY 15/16
Complaints Received- Arcadia Lakes	12	11	16	19	9
No. of Animals Picked up	0	2	2	9	3
Number of Days Held	0	14	2	16	13
Amount paid for housing/euthanasia	0	\$336.00	\$28.00	\$616.00	\$182.00
Taxes Paid by Arcadia Lakes	\$168,556.07	\$160,394.39	\$152,770.51	\$148,004.78	\$151,902.31
Yearly Total complaints responded to	7,842	8,822	9,318	9,617	9,765

\*The number of animals picked up includes cats and dogs.

\*FY 16/17 – Animal Care picked up one fox at the request of DHEC. Costs \$14.00, which is included in the total.

\* None of the animals picked up in the Town of Arcadia Lakes required emergency veterinary services.



b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment and issuing tags. The County shall retain all payments received for pet licenses within the Town.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contracted with or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in its applicable veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals pursuant to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto. The parties agree that the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201, which prohibits hogs, pigs, cows, horses, goats, sheep or chickens within the Town, and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance. Any additional costs incurred by the County due to this issue would be a separate cost to the town of Arcadia Lakes.

3. Except as noted in Paragraph 2 above, in any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.

4. This Agreement shall have a term of ten (10) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Arcadia Lakes.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

7. Nothing contained herein shall be interpreted to supersede agreements of intergovernmental matters between the Town and County, not otherwise addressing animal control as contemplated within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

**RICHLAND COUNTY**

\_\_\_\_\_  
By: Paul Livingston, Richland Date  
County Council Chairperson

**TOWN OF ARCADIA LAKES**

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## **REQUEST OF ACTION**

**Subject:** FY21 - District 4 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 4.

### **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 (3<sup>rd</sup> 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 (3<sup>rd</sup> 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 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$ 58,550
FY2021 Allocations	\$ 70,000
The South Carolina Juneteenth Freedom Festival	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>Remaining Balance</b>	<b>\$ 60,975</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of Budget FY19 June 21 ,2018
- 3<sup>rd</sup> Reading of the Budget FY20 June 10, 2019
- 3<sup>rd</sup> 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.