



## **Richland County Council**

### **Regular Session May 03, 2016 - 6:00 PM Council Chambers**

#### **Call to Order**

- 1** The Honorable Torrey Rush

#### **Invocation**

- 2** The Honorable Damon Jeter

#### **Pledge of Allegiance**

- 3** The Honorable Damon Jeter

#### **Approval of Minutes**

- 4** Regular Session: April 19, 2016 [PAGES 8-15]
- 5** Zoning Public Hearing: April 26, 2016 [PAGES 16-17]

#### **Adoption of Agenda**

**6**

#### **Report of the Attorney for Executive Session Items**

- 7** a. Department of Revenue Update

#### **Citizen's Input**

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

#### **Report of the County Administrator**



## Richland County Council

- 9 a. Richland 101 Graduation
- b. Public Work Proclamation

### Report of the Clerk of Council

- 10 a. REMINDER: Budget Work Sessions: May 5 - General Fund; May 12 - Special Revenue, Enterprise, and Millage Agencies; May 17 - Grants
- b. REMINDER: Lower Richland (District 10) Budget Input/Town Hall Meeting, May 11, 6:00 PM, Hopkins Park
- c. Black Pages Funding Request

### Report of the Chair

11

### Open/Close Public Hearings

- 12 a. An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$62,751 of General Fund Balance to fund the costs for Board of Voter Registration & Elections Commission associated to conduct the Special Election(s) for the vacated District 10 Seat

### Approval of Consent Items

- 13 An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board [SECOND READING] [PAGES 18-20]
- 14 Sonoco Recycling Agreement for Professional Services [PAGES 21-61]
- 15 Petition to Close Hastings Alley in Olympia [PAGES 62-90]
- 16 Petition to Close Portion of Jilda Drive [PAGES 91-103]
- 17 Memorandum of Understanding with the City of Forest Acres for Inspections of



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Commercial Structures [PAGES 104-108]

- 18** Resolution Regarding the Assessment of Vehicles for Taxation Purposes [PAGES 109-118]
- 19** Emergency Services Department – Fire Tanker Truck Purchase [PAGES 119-122]
- 20** Conservation Department - Conservation Easement Acquisition Costs [PAGES 123-126]
- 21** Conservation Department - County Acquisition of Forfeited Land Parcel [PAGES 127-131]
- 22** County Administration Building and County Public Health Building Flooring Contract [PAGES 132-135]
- 23** Council Motion Regarding the Human Resources Director reporting to the County Administrator [PAGES 136-154]

### **Third Reading Items**

- 24** An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate Sixty-Two Thousand Seven Hundred Fifty One Dollars (\$62,751) to increase funding to the Board of Voter Registration & Elections Department Plans to conduct scheduled elections, operating equipment and inc. staffing [PAGES 155-163]

### **First Reading**

- 25** An Ordinance Authorizing the issuance and sale of not to exceed \$29,000,000 General Obligation Bonds, Series 2016A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 164-199]
- 26** An Ordinance Authorizing the issuance and sale of not to exceed \$15,500,000 Broad River Sewer System General Obligation Refunding Bonds, Series 2016B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment



## **Richland County Council**

of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 200-222]

- 27** An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2016 and ending June 30, 2017 [FIRST READING BY TITLE ONLY] [PAGES 223-224]
- 28** 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, 2016, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2016, through June 30, 2017 [FIRST READING BY TITLE ONLY] [PAGES 225-226]

### **Report of Administration & Finance Committee**

- 29** Finance Department: Departments Projected to be over budget for FY16 [PAGES 227-237]
- 30** Council Motion Regarding Hospitality Tax Revenue [PAGES 238-242]
- 31** Conservation Department: Project Agreement with City of Columbia for Owens Field Park Construction [PAGES 243-272]
- 32** Council Motion Regarding the Release of Funds [PAGES 273-305]

### **Report of Economic Development Committee**

- 33** a. Developing a Multi-County Park with Fairfield County; Authorizing the execution and delivery of an agreement governing the Multi-County Park; Authorizing the inclusion of certain property located in Richland County in the Multi-County Park; Authorizing the execution of an intergovernmental agreement; and other related matters [FIRST READING] [PAGES 306-326]
- b. Authorizing the conversion of a 1996 Fee in Lieu of ad valorem taxes arrangement by and between Richland County, South Carolina and Bose Corporation and other matters related thereto [FIRST READING] [PAGES 327-347]

### **Report of Rules & Appointments Committee**



## **Richland County Council**

### **Notification of Appointments**

**34** Animal Care Advisory Committee - 2 [PAGES 348-353]

- a. Tracy Wales
- b. Janice Foy Dinkel
- c. Nicole Howland

**35** Board of Assessment Appeals - 1 [PAGE 354]

- a. John Kososki

**36** Board of Zoning Appeals - 2 [PAGES 355-359]

- a. Frank Richardson
- b. Jason C. McLees

### **Report of the Ordinance Review Ad Hoc Committee**

- 37** a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television and Other Transmitting Towers; Subparagraph c.; Clause 1; so as to amend the setback requirements for towers abutting residentially zoned parcels [RUSH] [FIRST READING] [PAGES 360-362]

### **Citizen's Input**

- 38** Must Pertain to Items Not on the Agenda

### **Other Items**

### **Executive Session**

### **Motion Period**

- 39** a. I move that Council consider approving the following HOAs: (1) Cary Lake [District 8]; (2) Beaver Dam [District 9]; (3) Lower Rocky Ford [District 6]; and (4) Lake Dogwood [District 11] to pursue the creation of special tax districts



## **Richland County Council**

[PEARCE]

b. I move that administration put an immediate freeze on all the funding available for the penny tax program on all invoices that have not been paid. Only funding for operations for staff should be used. The SLBE office at this point should be fully staffed and be ready for full operation to ensure compliance from the PDT and any other company doing business under the program. All contracts pertaining to the Penny Tax Program should be frozen immediately. Failure from staff to carry out council's directive on hiring qualified staff immediately should be terminated. Note: Richland County cannot continue to run a penny tax program without an office fully staffed with the professionals needed to ensure compliance. Council did give staff directive to fully staff that office and so far staff has refused to carry out council's wishes. [JACKSON]

### **Adjournment**



## Richland County Council



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

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### REGULAR SESSION MEETING

April 19, 2016  
6:00 PM  
County Council Chambers

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

#### CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

#### INVOCATION

The Invocation was led by the Honorable Joyce Dickerson

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Joyce Dickerson

#### PRESENTATION OF PROCLAMATION

- a. **Building Safety Month Proclamation [RUSH]**
- b. **“Denim Day” Proclamation [DIXON]**

The proclamation will be presented at a later date.

#### APPROVAL OF MINUTES

- a. **Regular Session: March 15, 2016** – Mr. Pearce moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

#### ADOPTION OF AGENDA

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

#### REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

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

- a. **Employee Grievance**



#### Committee Members Present

Torrey Rush, Chair  
Greg Pearce, Vice Chair  
Joyce Dickerson  
Julie-Ann Dixon  
Norman Jackson  
Bill Malinowski  
Jim Manning

#### Others Present:

Tony McDonald  
Kimberly Roberts  
Daniel Driggers  
Kevin Bronson  
Larry Smith  
Brandon Madden  
Quinton Epps  
Brad Farrar  
Dwight Hanna  
Beverly Harris  
Warren Harley  
Rob Perry  
Ismail Ozbek  
Tiffany Harrison  
Shahid Khan  
Christopher Roett



- b. Department of Revenue Update**
- c. Potential Litigation**
- d. Palmetto Utilities**
- e. Recreation Commission Update**

### **EXECUTIVE SESSION**

*Council went into Executive Session at approximately 6:04 p.m.  
and came out at approximately 6:24 p.m.*

### **CITIZENS' INPUT**

**(For Items on the Agenda Not Requiring a Public Hearing)**

Mr. Andy Yasinsac and Ms. Pamela Greenlaw spoke regarding the Palmetto Utilities agenda item.

### **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Employee Grievance** – This item was taken up in Executive Session.
- b. Employee Recognition** – Mr. McDonald recognized Ms. Andrea Bolling, Floodplain Coordinator, on being named SC Floodplain Manager of the Year and elected Vice Chair of the SC Association of Hazard Mitigation.

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce commended Ms. Bolling on the outstanding job she has done with assisting the County during and following the flood event in October.

- c. Employee Introduction** – Mr. McDonald introduced Ms. Tiffany Harrison, Assistant Economic Development Director, and Mr. Christopher Roett, Public Information Officer, to Council.
- d. Proposed agreement with Palmetto Utilities/Kershaw County/Richland County** – This item was taken up in Executive Session.

### **REPORT OF THE CLERK OF COUNCIL**

- a. REMINDER: Decker Center Renovation Tour, April 21<sup>st</sup>, 9:00 – 11:00 a.m.** – Ms. Onley reminded Council of the Decker Center Renovation Tour.
- b. REMINDER: Sexual Assault Awareness “Denim Day”, April 27<sup>th</sup>** – Ms. Onley reminded everyone to wear denim on April 27<sup>th</sup> in honor of Sexual Assault Awareness.

### **REPORT OF THE CHAIR**

Mr. Pearce requested that Council members fill out a survey regarding the County's health insurance.

**THIRD READING**

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add cigar bars as a permitted use with special requirements in the NC, GC, M-1, and LI Zoning Districts**

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

<b><u>FOR</u></b>	<b><u>AGAINST</u></b>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Manning	

The vote in favor was unanimous.

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

**SECOND READING**

**An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate Sixty-Two Thousand Seven Hundred Fifty One Dollars (\$62,751) to increase funding to the Board of Voter Registration & Elections Department Plans to conduct scheduled elections, operating equipment and inc. staffing** - Ms. Dixon moved, seconded by Mr. Jackson, to approve this item.

Mr. McDonald stated an updated spreadsheet was sent to Council in the amended agenda. The spreadsheet indicates an updated amount of \$86,362 (\$45,896 - Primary; \$40,466 - Run Off) for the budget amendment. The \$40,466 would only be spent if the run off is necessary.

Mr. Malinowski stated after speaking with staff the ordinance will be amended to clarify that the budget amendment is to fund the special election for the vacated District 10 Council seat. In addition, he questioned the breakout of the number of employees needed to conduct the elections.

Mr. Malinowski questioned why there are 82 poll managers, to manage 15 poll clerks and 8 assistant clerks for the election.

Mr. Pearce inquired about the change in the amount needed to conduct the special election.

Mr. McDonald stated the updated information was provided by the Elections Director after First Reading.

Mr. Madden stated it is his understanding there were some calculation errors in the original spreadsheet provided to Council at First Reading.

Mr. Pearce inquired if it is clearly notated that any funding not utilized for the special election will be reimbursed to the County.

Mr. McDonald stated the \$40,466 appropriated for the run-off election, if not needed, cannot be used by the department for other purposes. The funding would be reimbursed to the General Fund.

Mr. Malinowski made a substitute motion, seconded by Mr. Manning, to approve \$62,751.

<u>FOR</u>	<u>AGAINST</u>
Rose	Jackson
Malinowski	
Dixon	
Pearce	
Rush	
Manning	

The vote was in favor of the substitute motion.

## **RULES AND APPOINTMENTS COMMITTEE**

### **I. ITEMS FOR ACTION:**

- a. **Terms of Service** – Mr. Malinowski stated the committee recommended approval of the following language for Section 2-327 Terms of Service: “**(a)** *The members of such boards, commissions and committees shall not serve more than two (2) consecutive terms; provided, however, that upon service of two (2) consecutive terms a member may be eligible for reappointment after one year following such member’s term expiring. (b)* *Notwithstanding any other provision of this Article, any member serving on a board, commission or committee may continue to serve until such time as a successor has been duly appointed; provided, however; the term of an elected member (who is serving on a board, commission or committee) ends when such member’s term expires.”*

The vote in favor was unanimous.

b. **Membership Requirements for Business Service Center Appeals Board**

1. **An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board [FIRST READING]** – Mr. Malinowski stated the committee recommended approval of this item. The vote in favor was unanimous.

## **REPORT OF THE ORDINANCE REVIEW AD HOC COMMITTEE**

- a. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television and Other Transmitting Towers; Subparagraph c;**

**Clause 1; so as to amend the setback requirements for towers abutting residentially zoned parcels [RUSH] [FIRST READING]** – Ms. Dixon stated the committee recommended sending this item to Council without a recommendation.

Since the committee meeting, staff approached Ms. Dixon about amending the ordinance to include additional information. Therefore, this item would need to be deferred.

<b><u>FOR</u></b>	<b><u>AGAINST</u></b>
Malinowski	Rose
Dixon	Pearce
Jackson	Manning
Rush	

The vote was in favor of deferral.

### **OTHER ITEMS**

- a. A Resolution to appoint and commission James T. Harmon, Steve A. Huntley, and Elijah Cousar, Jr. as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County [Building Codes Department]** – Mr. Pearce moved, seconded by Mr. Manning, to approve this item. The vote in favor was unanimous.
  
- b. Resurfacing Package H Construction Contract** – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item.

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

Ms. Wendy Brawley spoke regarding the Lower Richland Sewer Project and the FY 2016-2017 Budget process.

Mr. Pearce moved, seconded by Mr. Jackson, to conduct a work session/budget meeting in Lower Richland.

Mr. Jackson stated he will make a recommendation to Council on a date for the Lower Richland work session/budget meeting.

Mr. Malinowski stated of the budget work sessions are held here in Council Chambers and open to the public. Therefore, instead of holding an additional meeting in Lower Richland, amend the rules to allow a representative to speak on behalf of the community during the work sessions.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Manning	

The vote in favor of holding a work session/budget meeting in Lower Richland was unanimous.

Mr. Toney Forrester spoke to about his “story.”

**EXECUTIVE SESSION**

*Council went into Executive Session at approximately 7:01 p.m.  
and came out at approximately 9:18 p.m.*

- a. Employee Grievance** – Mr. Malinowski moved, seconded by Ms. Dixon, to remove policy violation #7C-02-H-[13] (feigning illness, etc.) from the employee’s file, to remove policy violation #7C-02-H-[11] (disrespectful and subordinate behavior) from the employee’s file and the Director reinstate the employee to the Classification Division.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	

The vote in favor was unanimous.

- b. Recreation Commission Update** – Mr. Pearce moved, seconded by Ms. Dixon, to direct the Legal Department to request an Attorney General opinion on the effect of the decision of “*Weaver and Richland County Council v. Recreation District, Recreation Commission et al. [SC Supreme Court (1997)]*” as it relates to the Recreation Commission’s ability to levy taxes through the mill process.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Manning	

The vote in favor was unanimous.

- c. **Palmetto Utilities** – Mr. Manning moved, seconded by Mr. Pearce, to approve Palmetto Utilities to present their proposal to provide our citizens with the most cost effective services to Kershaw County where the plant is located for their consideration of approval of the plan to move on to SC DHEC where the citizens’ are represented by their elected SC House and Senate member; and where citizen input and public hearing is required to address the issues brought before this body during the citizen input this evening.

<b><u>FOR</u></b>	<b><u>AGAINST</u></b>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Manning	

The vote in favor was unanimous.

**MOTION PERIOD**

- a. **The Coroner is reporting a large increase in the number of Hospice agency clients that pass away without funeral arrangements resulting in the County having to bear the expense of disposition of the individual’s remains. To combat this problem, the Coroner is requesting that Council consider an ordinance possibly directed toward Hospice agency business licenses that would require some type of escrow account for use at the time of the client’s death. This motion is for the County Administrator to determine which departments, working with the Coroner, need to craft such an ordinance and initiate necessary activity to bring an ordinance back to Council for consideration. [PEARCE]** – This item was referred to the A&F Committee.
- b. **To direct the Administrator to have the Dirt Road program audited to provide transparency, accuracy and accountability [DIXON]** – This item was referred to the County Administrator for action.
- c. **I move that in order to promote fairness in the Penny Tax program that Richland County approve another On-Call team in an attempt to promote diversity and be true to the referendum [JACKSON]** – This item was referred to the Transportation Ad Hoc Committee.
- d. **I move that the HR Department develop a career path for workers in the field in order for employees to have an opportunity to improve and earn better wages for an improved quality of life. Note: There should be no reason an employee in the field work for thirty (30) years and be in the same position when they started their career and only receiving a salary rate increase over the years. [JACKSON]** – This item was referred to the Administrator for action.

**ADJOURNMENT**

The meeting adjourned at approximately 9:27 PM.

**Richland County Council  
Regular Session Meeting  
Tuesday, April 19, 2016  
Page Eight**

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Torrey Rush, Chair

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Greg Pearce, Vice-Chair

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Joyce Dickerson

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Julie-Ann Dixon

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Norman Jackson

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Damon Jeter

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Paul Livingston

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Bill Malinowski

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Jim Manning

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Seth Rose

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

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### ZONING PUBLIC HEARING

April 26, 2016  
7:00 PM  
County Council Chambers

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

#### CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:02 PM

#### ADDITIONS/DELETIONS TO THE AGENDA

Ms. Hegler stated there were not additions/deletions to the agenda.

#### ADOPTION OF THE AGENDA

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

#### MAP AMENDMENTS

**16-07MA, Michael Leon Greene, 525 Piney Woods Rd., RU to GC (1.86 Acres), 04913-02-02 [FIRST READING]** – Ms. Dickerson moved, seconded by Mr. Malinowski, to accept the applicant's withdrawal. The vote in favor was unanimous.

**16-09MA, Joe Tran, 4815 Broad River Rd., GC to LI (2 Acres), 06200-01-28 [FIRST READING]**

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Ms. Dixon, to deny the re-zoning request.

The vote in favor was unanimous.

**16-10MA, Rodney Pendleton, 227 Larger St., RS-LD to RU (7.38 Acres), 07714-04-01 [FIRST READING]**



#### Committee Members Present

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

#### Others Present:

Warren Harley  
Kimberly Roberts  
Tracy Hegler  
Michelle Onley  
Tommy DeLage  
Geo Price  
Larry Smith



**Richland County Council  
Zoning Public Hearing  
Tuesday, April 26, 2016  
Page Two**

Mr. Rush opened the floor to the public hearing.

Mr. Rodney Pendleton spoke in favor of this item.

The floor to the public hearing was closed.

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

**16-11MA, Angel Lara, 11214 Broad River Rd., RU to GC (.51 Acres) 02600-04-20 [FIRST READING]**

Mr. Malinowski moved, seconded by Ms. Dixon, to defer the public hearing, as well as, the item until the May Zoning Public Hearing. The vote in favor was unanimous.

**16-12MA, Charlotte Huggins, 10512 Garners Ferry Rd., RU to RC (4.12 Acres & 1.86 Acres), 30600-02-08 & 16 [FIRST READING]**

Mr. Rush opened the floor to the public hearing.

Ms. Charlotte Huggins spoke in favor of this item.

Mr. Alan Faver, Ms. Brenda Solesbee, and Tammy Young spoke against this item.

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

**ADJOURNMENT**

The meeting adjourned at approximately 7:17 PM.

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

## Richland County Council Request of Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board [SECOND READING] [PAGES ]

FIRST READING: April 19, 2016

SECOND READING: May 3, 2016 {Tentative}

THIRD READING: May 17, 2016 {Tentative}

PUBLIC HEARING: May 17, 2016

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. GF\_2

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$62,751 OF GENERAL FUND BALANCE TO FUND THE COSTS FOR BOARD OF VOTER REGISTRATION & ELECTIONS COMMISSION ASSOCIATED TO CONDUCT THE SPECIAL ELECTION(S) FOR THE VACATED DISTRICT 10 SEAT.

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

SECTION I. Approval to temporarily increase the Board of Voter Registration Elections Commission budget to fund the costs associated with the special election for the vacated District 10 seat. Therefore, the Fiscal Year 2015-2016 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2015 as amended:	\$ 1,248.584
Appropriation of General Fund unassigned fund balance:	\$ <u>62,751</u>
Total General Fund Revenue as Amended:	\$ 1,311,335

EXPENDITURES

Expenditures appropriated July 1, 2015 as amended:	\$ 1,248.584
Increase VREC Budget :	\$ <u>62,751</u>
Total General Fund Expenditures as Amended:	\$ 1,311,335

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2016.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2016

\_\_\_\_\_  
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

## Richland County Council Request of Action

**Subject:**

Sonoco Recycling Agreement for Professional Services

April 26, 2016 – The Committee recommended that Council award the renegotiated recycling contract to Sonoco Recycling, effective (retroactively) April 1, 2016.

## Richland County Council Request of Action

**Subject:** Sonoco Recycling Agreement for Professional Services

### **A. Purpose**

County Council is requested to approve a renegotiated Agreement for Professional Services to manage the county's recyclables with Sonoco Recycling (Sonoco).

### **B. Background / Discussion**

Richland County, through its curbside collection contractors, has picked up recyclable household waste since approximately 1995. The contract with Paper Stock Dealers Inc. (owned by Sonoco Recycling), involved the County paying Sonoco to take the recyclables under that initial contract.

The existing Agreement for Professional Services between Sonoco and the County was executed on June 4, 2003. The Agreement, among many other things, established rates to be charged to the County by Sonoco for taking recyclables, setting up recycling centers and servicing recycling centers. Also, Sonoco established a Recycling Education Center at their Material Recovery Facility (MRF) off Bluff Road in an effort to educate the public about the benefits of recycling. As part of the Recycling Education Center, Sonoco hired a full-time Education Specialist to administer their education programs, which includes spending approximately 50% of their work time promoting recycling programs in Richland County schools.

The County agreed to new terms and conditions on June 1, 2005 with Sonoco. This update contained provisions for three (3) year service terms to be automatically renewed, indefinitely, with no action required of either party. The contract contains a termination clause available to Sonoco and the County, which requires at least thirty (30) days prior written notice by the party making such notification. Automatic renewals began 6-1-08, 6-1-11, and 6-1-14.

- Addendum #1 was executed April 1, 2008, and updated the rate schedule in the agreement among other things to reflect that Sonoco would pay the County for recyclables delivered to Sonoco from curbside collection of single stream recyclable materials at rates set in the Addendum.
- Addendum #2 was executed August 24, 2009, and related to fee structure changes to the agreement. Additionally, Sonoco agreed to provide containers and service them at no charge for each of our recycling centers
- Addendum #3 was executed June 22, 2011, and updated the rate schedule for paying the County for recyclables delivered to Sonoco from curbside collections.

The Professional Services Agreement and all addendums are attached with this request.

Since 2010, Sonoco has invested approximately \$5 million dollars in developing their Material Recovery Facility (MRF) off Bluff Road to primarily manage the single stream recyclables generated by the County's curbside collection program. Approximately 30 employees have been hired in recent years to facilitate the single stream recycling program of Richland County, which is approximately 50% of the total workforce (60) of the plant.

No other commercial MRF is operating in Richland County and in fact, only one other commercial facility exists in the state (Duncan, SC)

In recent years the recycling market in general has been trending steadily downward with regard to waste stream monetary value. Some commodities like glass are being removed from the recyclables list in many parts of the country due to its negative value. The value of Richland County's recyclables has been decreasing for many months (See Exhibit A – Weighted Average Price Graph) and now has reached the point where the existing contract is not economically viable for Sonoco. The county and Sonoco have developed a very strong recycling partnership over the years. Both feel it is mutually beneficial for our curbside recycling program to continue to grow, even when the markets for recyclables are currently very weak. The proposed contract would be essentially be a sliding scale based on the market value of the County's recyclables during the collection month. These changes allow for long-term stability of our curbside recycling program while affording Sonoco financial viability. The proposal calls for a five-year contract with three optional five-year renewals thus providing up to twenty years of potential stability for our curbside recycling program. This level of stability would be relatively unique compared to most SC counties.

### **C. Legislative / Chronological History**

- Executed original agreement with Sonoco in June 2003
- Addendum #1 was executed April 1, 2008
- Addendum #2 was executed August 24, 2009
- Addendum #3 was executed June 22, 2011

### **D. Financial Impact**

The proposed new rate schedule is a sliding scale which follows the posted market value of our waste stream. When the market is low the County has to pay and when the market is high the County receives revenue. The immediate impact of approving the proposed contract would be the loss of \$5 per ton which equates to about \$5,000 per month in revenue and in the very near future the county will likely begin paying to have our recyclables processed. Long term impact is dictated by the recycling market values.

The financial impact of not approving the proposed contract could be immediate and substantial. Sonoco has laid out data to support that they cannot continue to service the agreement as it is structured. Until the recycling market comes back, the county would have to find an alternative use for the material and there are few financially feasible options available.

### **E. Alternatives**

1. Approve and award the renegotiated contract thus maintaining the current level of service for our curbside recyclables. If approved, the contract will be effective (retroactively) April 1, 2016.
2. Do not approve the renegotiated contract placing our single stream recycling program at significant risk.

### **F. Recommendation**

Solid Waste & Recycling believes it would be in the best interest of Richland County to approve Alternative 1 and keep the program on solid ground for the foreseeable future.

Recommended by: Rudy Curtis  
Department: Solid Waste & Recycling  
Date: 3/10/16

### **G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 3/16/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on review and discussion with Solid Waste Director.

**Procurement**

Reviewed by: Cheryl Patrick

Date: 3/21/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on discussion with Rudy Curtis and review of the above ROA documentation.

**Legal**

Reviewed by: Brad Farrar

Date: 3/21/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

**Administration**

Reviewed by: Kevin Bronson

Date: 3/21/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



STATE OF SOUTH CAROLINA )  
  )     **SERVICES AGREEMENT**  
  )     **Recyclable Materials**  
RICHLAND COUNTY                                 )     **Processing and Marketing**

**THIS AGREEMENT** (“Agreement” or “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Richland County, South Carolina, a duly organized political subdivision of the State of South Carolina (the “County”) and Sonoco Recycling, LLC a North Carolina limited liability company (“Sonoco”) (collectively the “Parties”).

**WITNESSETH**

**WHEREAS**, the County desires to engage Sonoco, to provide the sorting, processing and marketing of recyclable materials collected by the County’s recycling program; and

**WHEREAS**, Sonoco has represented to the County that it is qualified to perform the described work and based upon Sonoco’s representations, the County desires to retain the services of Sonoco to perform the work described herein; and

**WHEREAS**, the County desires to contract with Sonoco on such terms and conditions as are set forth herein.

**WHEREAS**, the Parties mutually agree to hereby terminate (a) the Agreement for Professional Services dated April 1, 2003 (b) the terms and conditions agreed to as of June 1, 2005, (c) Addendum #1 dated April 1, 2008, (d) Addendum #2 dated August 24, 2009 and (e) Addendum #3 dated June 22, 2011.

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, agree as follows:

**ARTICLE 1. DEFINITIONS**

As used herein, the following terms shall have the meanings set forth below:

- 1.1 **“Agreement” – This Agreement between the County and the Sonoco, including the Exhibits, Schedules and any written amendments to either as modified, supplemented or restated from time to time.**
- 1.2 **“Weighted Average Price” or “WAP” – A market index used monthly to account for fluctuations in the commodity markets. The WAP of Recyclable Materials delivered to the MRF is calculated pursuant to Exhibits B and C of this Agreement.**
- 1.3 **“Commencement Date” – Except as otherwise provided for herein, the Commencement Date is the date on which Sonoco commences to accept, process, and market Recyclable Materials in accordance with this Agreement.**
- 1.4 **“County” –Richland County, South Carolina, including its departments, divisions, personnel and agents.**
- 1.5 **“Contracting Officer”- The person who shall have the authority to act on the behalf of the County to make binding decisions with respect to this contract. The Contracting Officer shall be the person occupying the position of the Director of Procurement.**

- 1.6 **“Contract Year”** – Twelve (12) consecutive months beginning on the Commencement Date and every consecutive twelve (12) months thereafter for the term of the Contract.
- 1.7 **“Effective Date”** – The date upon which this Agreement is fully executed by both Parties. The later signature date shall be the Effective Date.
- 1.8 **“Environmental Laws”** – All applicable federal, state, county or local laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.
- 1.9 **“Force Majeure”** – Any event relied upon by Sonoco or the County, as applicable, as justification for delay in or excuse from complying with any obligation required of Sonoco or the County, as applicable, under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county, or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Contract or any permits or licenses of the MRF with respect to the acceptance and/or processing of Recyclable Materials; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to the obligations of Sonoco or the County, as applicable, under this Agreement; or (iv) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or processing of Recyclable Materials at the MRF.
- 1.10 **“Hazardous Waste”** – Any hazardous or toxic substances, materials or wastes including those substances, materials, and wastes listed by the Environmental Protection Agency as hazardous substances under 40 CFR part 302 and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state, or federal law or the equivalent under applicable foreign laws including without limitation, any materials, waste or substance which include petroleum, asbestos, polychlorinated biphenyls, defined as a “hazardous substance” or “hazardous waste” under applicable local, state or federal law or the equivalent under applicable foreign laws, designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, defined as “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, or defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. Under this Contract, “Hazardous Substances” shall include what are commonly termed “Household Hazardous Wastes”, including “Universal Wastes”, as defined under the Resource Conservation and Recovery Act, including but not limited to lead-acid or other batteries, fluorescent light tubes, compact fluorescent bulbs, pesticide containers, thermostats, thermometers, paint containers, and household chemicals.
- 1.11 **“Materials Recovery Facility” or “MRF”** – Sonoco’s Recyclable Materials processing facility located at 1132 Idlewilde Boulevard, Columbia, South Carolina.
- 1.12 **“Recovered Materials”** – Recyclable Materials that have been processed to market specifications.
- 1.13 **“Recyclable Materials”** – Various recyclable products and packaging designated by the County for recycling collection programs, including;

- Glass: Transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage container and foil clean of food.
- Plastics #1-7– blow molded (bottle necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable.
- Newspapers and advertisement inserts loose or placed in Kraft (brown) bags. Old newspaper that contains incidental moisture from rain or snow will be acceptable.
- Magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) bags.
- Corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 feet by 2 feet and that have liners of Kraft, jute or test liner. Staples and tape with waste soluble glues do not have to be removed. Corrugated containers may be bundled and tied with string or twine, collected loose or placed in Kraft (brown) bags. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags- all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk Mail- all dry, loose or placed in Kraft (brown) bags white and colored ledger and copier paper, note pad paper (no backing), loose-leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Phone books loose or placed in Kraft (brown) bags.
- Boxboard- all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and Boxboard that has been contaminated by food is not acceptable.

Recyclable Materials includes incidental amounts of Rejects and non-designated materials as can be normally expected as part of municipal recycling collection but in no case shall glass or Rejects exceed 20% by weight or Rejects, non-designated materials and glass combined exceed 35% by weight. The list of Recyclable Materials may be expanded or contracted from time to time as determined jointly by the County and Sonoco.

- 1.14 **“Rejects” – Materials other than Residue that cannot be processed into Recovered Materials that Sonoco does not accept at the MRF.**
- 1.15 **“Residue” – That portion of the Recyclable Materials other than Rejects accepted by Sonoco that are not converted to Recovered Materials.**
- 1.16 **“Single Stream” – A method of collecting and processing Recyclable Materials whereby all Recyclable Materials are collected and delivered to the MRF mixed together.**
- 1.17 **“Ton” – A unit of weight equal to 2,000 pounds, also referred to as a “short ton.”**
- 1.18 **“Uncontrollable Circumstance” – Acts of God or other causes factually beyond the control and without the fault or negligence of the County or Sonoco. Recovered Material market fluctuations or product availability will not be deemed factually beyond Sonoco’s control.**

## **ARTICLE 2. TERM OF AGREEMENT**

- 2.1 Effective Date.** Except as otherwise provided for herein, the obligations of the Parties shall take effect on the Commencement Date.
- 2.2 Commencement Date.** Except as otherwise provided for herein, the Commencement Date shall be April 1, 2016.
- 2.3 Term.** The original term (“Original Term”) of this Agreement is one (1) year with four (4) one-year automatic renewals not to exceed a total of five (5) years. Due to the complexity of this agreement the County will contemplate an extension of this agreement beyond the initial five (5) year agreement period.

## **ARTICLE 3. SERVICES AND SCOPE TO BE PERFORMED**

Beginning on the Commencement Date and as defined in Exhibit A, Sonoco shall accept and process Single Stream and Recyclable Materials delivered by or on behalf of the County to the MRF. The County agrees that all of the Single Stream and Recyclable Materials collected by or on behalf of the County will be delivered to the MRF. It is Sonoco’s responsibility to ensure sufficient capacity is available to accept all Recyclable Materials delivered by or on behalf of the County.

## **ARTICLE 4. COSTS AND COMPENSATION**

In the monthly report required in Article 5.2, Sonoco shall include the total revenue or charge due to the County resulting from the Recyclable Materials delivered to the MRF during the previous month as described in Exhibit B, including the WAP. Payment of said revenue or charge shall be submitted within thirty (30) calendar days from the end of the month for which the payment is due.

## **ARTICLE 5. REPORTING AND RECORDS**

- 5.1 Recordkeeping.** Sonoco shall create, maintain and make available records as defined herein, and which may be required by applicable local, state, and federal laws, rules and regulations;
  - 5.1.1 Sonoco will record Recyclable Materials tonnage by date, type and source.**
  - 5.1.2 Sonoco will record Rejects and Residue tonnage by date.**
  - 5.1.3 Sonoco shall maintain other records, documents and reports as the County may reasonably require to verify compliance with the Agreement or to meet the County’s reporting requirements with the State of South Carolina.**
- 5.2 Reporting.** Sonoco shall submit to the County monthly and annual reports that summarize the weights of Recyclable Materials delivered by the County to the MRF. Weight records will be in a format as required and acceptable to the County to include details of each certified scale (refer to Exhibit A (A) (4)) entry invoiced. Typical information to be included in an Excel spreadsheet format includes, but is not limited to: date, material type, weight, and source of the recyclable material (truck number). The County would require the report and other supporting documents by the 15th of the following month. If the 15th falls on a weekend, the report shall be submitted the following business day. Annual report shall be submitted by the fifteenth (15<sup>th</sup>) day of the month following the end of the County’s Fiscal Year.

## ARTICLE 6. TERMINATION

6.1 **For Cause.** The County, by advance written notice, may terminate this Agreement for cause. For cause shall mean if Sonoco is in violation of any local, state, or federal law. If this Agreement is so terminated, Sonoco shall be entitled to compensation from third party vendors for materials processed, marketed and sold under this Agreement. Sonoco will not be compensated for any other costs in connection with a termination for cause. Sonoco will not be entitled to recover any damages in connection with a termination for cause.

6.2 **For Default.** If either Party fails to perform the Agreement or any separable part thereof in a timely or workmanlike manner in accordance with the Agreement, or otherwise fails, to comply with any of the terms and conditions of the Agreement deemed to be material (including, without limitation, the requirement that Sonoco obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Agreement.

In the event of default, the non-defaulting Party may give written notice of the default to the defaulting Party. The defaulting Party shall have thirty (30) days from the receipt of the notice to cure any default. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by providing written notice of termination to the defaulting Party. In the event of a default, Sonoco shall be entitled to compensation from third party vendors for materials processed, marketed and sold under this Agreement. Except as otherwise provided herein, Sonoco shall not be entitled to any costs or damages resulting from a termination under this section.

6.3 **For Convenience.** Both Parties shall have the right to terminate this Agreement in whole or in part for convenience at any time during the course of performance by giving thirty- (30) day's written or telegraphic notice. Upon receipt of any termination notice, Sonoco shall immediately discontinue services on the date and to the extent specified in the notice.

Either Party, depending on the commodity prices at the time of the termination notice, shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit.

6.4 **Rights Cumulative.** The rights and remedies of the County and Sonoco provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

## ARTICLE 7. REPRESENTATIONS AND WARRANTIES.

7.1 **Sonoco.** Sonoco represents and warrants as follows:

7.1.1 **Sonoco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina and is authorized to do business in South Carolina.**

7.1.2 **This Agreement has been duly executed and delivered by Sonoco and constitutes a legal, valid and binding obligation of Sonoco, enforceable against Sonoco in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles**

regardless of whether such enforceability is considered in a proceeding at law or in equity.

7.1.3 Sonoco has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Sonoco has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it.

7.1.4 Sonoco's MRF has and shall maintain the capacity to accept all Recyclable Materials collected daily by the County. In the event that the MRF cannot accept and process all Recyclable Materials collected daily by the County for any reason, Sonoco shall provide an alternative facility to accept and process the County's Recyclable Materials at the same cost as at the MRF. Any additional costs to the County for acceptance and processing of County's Recyclable Materials at an alternative location due to Sonoco's lack of capacity at the MRF, including but not limited to incremental additional transportation costs, shall be paid or reimbursed by Sonoco.

7.2 **County. The County represents and warrants as follows:**

7.2.1 This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

7.2.2 The County has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The County has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it.

## **ARTICLE 8. NOTICES**

All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To Sonoco:  
Sonoco Recycling, LLC  
1 North 2<sup>nd</sup> Street  
Hartsville, SC  
29550  
Phone: (843) 383-7000  
Facsimile: (843) 339-6612  
Attn: President

To the County:

Richland County Government  
Office of Procurement & Contracting  
2020 Hampton Street, Suite 3064  
Columbia, South Carolina 29204  
Attn. Director of Procurement

with a copy to:

Haynsworth Sinkler Boyd, P.A.  
1201 Main Street, 22<sup>nd</sup> Floor  
Columbia, South Carolina 29201  
Attn: William C. Boyd, Esq.  
Fax: (803) 540-7878

And a copy to:

Director of Richland County Solid Waste & Recycling  
1070 Caughman North Road  
Columbia, SC 29203

## **ARTICLE 9. GENERAL PROVISIONS**

- 9.1 Non-discrimination.** Sonoco shall not discriminate against any individuals based upon age, sex, race, disability, sexual orientation or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.
- 9.2 Indemnification.** Sonoco shall indemnify and save the County harmless from and against, and shall reimburse the County for, any and all claims, demands, losses, liability, expenses, or costs, of every kind and nature (including, but not limited to, attorneys' fees and court costs), for damage to or loss of property of any person or entity and for injury to, illness, disease, or death of, any person arising, in whole or in part, out of or in connection with the Sonoco's or its agent's or subcontractor's gross negligence or willful misconduct. Sonoco's liability to the County as set forth in the preceding sentence shall be limited by the extent to which the damage, loss, injury, illness, disease or death is due to any acts or omissions of the County.
- 9.3 Insurance.** Before performing any work under this Agreement, Sonoco shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of South Carolina and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the County.
- 9.3.1 Workers' Compensation.** Sonoco will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required by the laws of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements).
- 9.3.2 South Carolina Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of South Carolina Statutes, Chapter 440 and**

**Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.**

In the event Sonoco has "leased" employees, Sonoco or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

**9.3.3 Commercial General Liability. Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personnel injury with a \$2,000,000 general aggregate limit covering all work performed under this Agreement.**

**9.3.4 Business Automobile Liability. Sonoco agrees to maintain Business Automobile Liability at a limit of liability not less than \$1 million combined single limit per accident for bodily injury and property damage covering all work performed under this Agreement. Sonoco further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles.**

**9.3.5 Umbrella Liability. With limits of not less than \$5 million each occurrence covering all work performed under this Agreement.**

**9.3.6 Required policies are to contain, or be endorsed to contain, the following provisions:**

General Liability and Automobile Liability Coverage: The County, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of Sonoco; premises owned, occupied or used by Sonoco. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under Sonoco's general liability policy. Sonoco's insurance coverage shall be primary insurance in respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of Sonoco's insurance and shall not be required to contribute.

Any failure to comply with reporting provisions of the Company's policies shall not affect coverage provided to the County, its officials, employees or volunteers.

Workers' Compensation: The Company agrees to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Company for the County.

**9.4 Transfer or Assignment of Agreement. This Agreement and any permits required for performance of the Agreement, may not be assigned, conveyed, or otherwise disposed of without the written permission of the County, which permission will not be unreasonably withheld. No such assignment shall relieve Sonoco of its liability for any acts or omissions that occurred while Sonoco was performing any of its duties and responsibilities under this Agreement. In the event Sonoco elects to use any subcontractors, this does not relieve Sonoco from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement. Sonoco's responsibilities with respect to any such subcontract shall include, without limitation, responsibility for said subcontractor's compliance with all applicable federal, state, and local laws, rules and regulations.**



- 9.5 Controlling Law.** This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either Party hereto. This Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all of the Parties hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted the waiver. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. This Agreement is not intended to confer upon any third parties, other than the Parties hereto, any rights or remedies. This Agreement shall be governed by the laws of the State of South Carolina. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 9.6 Arm's Length Negotiations.** Each Party hereto expressly represents and warrants to all other Parties hereto that: (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties hereto and their respective counsel.
- 9.7 Construction.** The Parties hereto agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumptions or burdens of proof shall arise favoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any Party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.
- 9.8 Independent Contractor.** Sonoco is an independent contractor and shall not be deemed the agent of the County for any purpose whatsoever. No Sonoco employee shall hold himself out as an employee of the County, and none shall have power or authority to bind or obligate the County in any manner, except the County shall make payment to Sonoco for services and expenses as herein provided. Sonoco shall be liable for and pay all taxes required by local, state or federal governments, included but not limited to Social Security, worker's compensation, Employment Security and any other taxes and premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of Sonoco or its employees, agents and servants by reason of this Agreement.
- 9.9 Permits and Licenses.** Sonoco shall, without additional expense to the County, be responsible for obtaining and maintaining in force any and all licenses and permits as may be required or necessary in connection with providing the services described herein.

- 9.10 **Non-Appropriations.** Any contract entered into by the County shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

## **ARTICLE 10. TAXES**

Sonoco shall pay all applicable sales, consumer, use and other similar taxes required by Federal, State and local law.

## **ARTICLE 11. FORCE MAJEURE**

- 11.1 **Force Majeure.** Except for any payment obligation by either Party, if the County or Sonoco is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Sonoco to correct the adverse effect of such event of Force Majeure.
- 11.2 **Notification.** In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Article, time is of the essence.

## **ARTICLE 12. MISCELLANEOUS**

- 12.1 **Succession of Agreement.** This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 12.2 **Survival.** Any rights either Party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.
- 12.3 **Relationship.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Sonoco and County.
- 12.4 **Further Assurance.** Sonoco and County agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 12.5 **Time of the Essence.** For purposes herein, the Parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

- 12.6 **Captions and Section Headings.** Captions and Section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 12.7 **No Waiver.** No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 12.8 **Gender.** All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
- 12.9 **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.
- 12.10 **Schedules and Exhibits.** All schedules or exhibits attached hereto contain additional terms of this Agreement. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.
- 12.11 **Attorney Fees.** In the event of litigation between the Parties regarding this Agreement, each Party shall be responsible for their own attorney's fees and costs.
- 12.12 **Third Party Rights.** The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 12.13 **Modification.** Any modification to this Agreement must be in writing and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have made and executed this Agreement under their respective signatures the day and year first written above.

**WITNESSETH FOR SONOCO RECYCLING: SONOCO RECYCLING LLC**

1) \_\_\_\_\_

2) \_\_\_\_\_ By its: President

**WITNESSETH FOR COUNTY:**

**RICHLAND COUNTY**

1) \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

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

## **EXHIBIT A. SCOPE OF SERVICE**

### **(A) Materials Acceptance**

- (1) Beginning on the Commencement Date, Sonoco shall accept Single Stream and Recyclable Materials delivered by or on behalf of the County to the MRF during the receiving hours.
- (2) Sonoco shall, except as otherwise specifically stated in this Contract, obtain, maintain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform services and duties as required by this Contract, without additional cost to the County. It is Sonoco's responsibility to ensure sufficient capacity is available to accept all Recyclable Materials delivered by or on behalf of the County.
- (3) With the exception of Hazardous Substances as described in Section (C)3 of Exhibit A, title and ownership of all materials passes to Sonoco upon delivery.
- (4) The MRF shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming and outgoing delivery vehicles. Sonoco shall have the scales calibrated and inspected on a yearly basis, at a minimum. Sonoco shall ensure that the scales are legally certified by the South Carolina Department of Agriculture at all times.
- (5) Vehicles delivering by or on behalf of the County will off-load Recyclable Materials at the MRF. Sonoco shall weigh all trucks that enter the MRF, perform recordkeeping, and generate reports of incoming materials as required herein or requested by the County. Sonoco may use tare weights. If Sonoco chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days and made available to the County on demand. Inbound loads of Recyclable Material delivered by or on behalf of the County shall be weighed, recorded and tabulated separately.
- (6) Sonoco shall have the capacity to accept all Recyclable Materials collected by the County. The operating hours of the MRF shall commence no later than 7 a.m. Monday – Friday and remain open until 5 p.m. each day. The County may require additional hours to complete scheduled drop-offs. The County continues to provide services on most holidays or adjusts schedules as needed to ensure all customers are serviced weekly and Sonoco agrees to work cooperatively with the County to accommodate for these holidays or adjusted schedules.
- (7) Sonoco shall ensure that County's route collection vehicles, on average, wait no longer than twenty minutes to off-load.

### **(B) Right to Inspect**

Sonoco shall have the right to inspect all loads of Recyclable Materials delivered to the MRF by or on behalf of the County.

## **EXHIBIT A. SCOPE OF SERVICE CONTINUED**

### **(C) Materials Rejection**

- (1) Sonoco shall not reject any load of Recyclable Materials delivered to the MRF by or on behalf of the County, except as described herein.
- (2) If Sonoco determines a load of Recyclable Materials contains an excessive amount of Rejects, Sonoco shall immediately inform the County of the delivery location, vehicle number, date, time,

and estimated quantity and type of Rejects of such load including digital pictures. The County will work to reduce the quantity of Rejects in the future.

- (3) If Sonoco determines a load of Recyclable Materials contains more than 20% by weight of glass or Rejects or 35% by weight of Rejects, non-designated materials and glass combined then Sonoco shall notify the County and provide digital pictures. The County will have the option to pay for Sonoco to dispose of the rejected load in a landfill or pay a processing charge defined by Sonoco based on the expected costs to process the load in the MRF.
- (4) If Sonoco suspects that any Hazardous Waste is contained within a load of Recyclable Materials delivered to the MRF by or on behalf of the County, Sonoco will notify the County immediately. Sonoco shall properly isolate and containerize the materials in accordance with all Applicable Laws. After notification is provided by Sonoco to the County concerning the potential presence of Hazardous Substances, it is the responsibility of the County to remove the materials and potential Hazardous Substances from Sonoco's Facility within twenty-four (24) hours and properly dispose of the materials and potential Hazardous Substances as required by Applicable Laws.

(D) Processing, Transporting and Marketing

Sonoco shall bear all costs associated with processing, transporting and marketing of Recovered Materials delivered by the County. Sonoco shall not dispose of (i.e. destroy or incinerate) Recyclable Materials without written approval by the County. Sonoco shall certify, if questioned, that all Recyclable Materials delivered by the County are recycled. Sonoco shall disclose to the County if asked, the intended secondary markets for Recyclable Materials.

(E) Disposal

Sonoco is responsible for all costs of transporting and disposing of only non-Recyclable Materials, including Rejects and Residue, generated at the MRF.

(F) Composition Study

- (1) The County or Sonoco may request Composition Studies if both parties agree that substantial contamination is found in the Recyclable Materials or if the County makes substantive changes to its recycling program that would alter the composition of the Recyclable Materials.
- (2) The results of each Composition Study will be used to adjust the composition percentages utilized to calculate the WAP starting on the month following issuance

**EXHIBIT A. SCOPE OF SERVICE CONTINUED**

of the study findings and continuing until another study is conducted. If the County's composition percentages are substantially similar to the total MRF output, upon mutual agreement, both Parties can agree at any time to utilize the composition associated with the total output of the MRF, which is updated quarterly. Similarly either Party can request, as noted above, a Composition Study be performed should they no longer believe that the County's composition percentages are substantially similar to the total MRF output.

- (3) Both Parties shall pay fifty percent (50%) of the cost of each Composition Study which shall not exceed \$3,000 (i.e. \$1,500 for each Party). Sonoco will provide to the County a breakdown of the cost for each Composition Study performed.

- (G) Educational Assistance – Sonoco will also provide the County with the following educational assistance to increase recycling participation rates of County residents and the amount of recyclables collected:
- (1) Outline of acceptable Recyclable Materials to support the education of County residents with respect to materials that can be recycled and in turn minimize contamination of Recyclable Materials.
  - (2) Provide access to the education center at the MRF for groups (i.e. students, church groups, etc.) in order to demonstrate the processes used at the MRF for processing Recyclable Materials.
  - (3) Coordinate with the County for various community events to share the details of and promote the County’s recycling program.
  - (4) Collaborate with the County to identify sources of contamination in Recyclable Materials for focused communication with the relevant residents.

## EXHIBIT B. PAYMENTS FOR RECYCLABLE MATERIALS

### Revenue/Charge for Recyclable Materials

Sonoco shall determine the revenue or charge for the County monthly for each Ton of inbound Recyclable Materials delivered to the MRF. The payment per Ton shall be calculated as described below. A sample calculation is provided in Exhibit C.

- (1) Each month, Sonoco shall calculate the Weighted Average Price (WAP) of the County’s Recyclable Materials, and provide this to the County, defined as the sum of the Southeast USA regional commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in PPI Pulp & Paper Week for fiber commodities and the Atlanta (Southeast) regional commodity prices posted the second week of the month for which payment is being made on RecyclingMarkets.net for non-fiber commodities multiplied by the Composition Study as defined in Exhibit A, Section (F). If at any time during the term of the Agreement either PPI Pulp & Paper Week or RecyclingMarkets.net no longer posts, otherwise provides the applicable market indices, or either Party demonstrates that the market indices do not reflect current market conditions, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
- (2) Sonoco shall pay or charge the County for each Ton of Recyclable Materials delivered to the MRF based on the WAP of the County’s Recyclable Materials as described in (1) above and determined as follows:

Weighted Average Price	Recycled Materials Pricing
<b>WAP ≤ \$60/ton</b>	Charge = \$10/ton <u>plus</u> the difference between \$60 and the WAP
<b>\$60/ton &lt; WAP ≤ \$80/ton</b>	Charge = 50% of the difference between \$80 and the WAP
<b>\$80/ton &lt; WAP ≤ \$100/ton</b>	No Rebate/No Charge
<b>\$100/ton &lt; WAP ≤ \$140/ton</b>	Rebate = 50% of the difference between the WAP and \$100
<b>WAP &gt; \$140/ton</b>	Rebate = \$20/ton <u>plus</u> 80% of the difference between the WAP and \$140



## EXHIBIT C. CALCULATION OF RECYCLING REVENUE

Sonoco shall pay or charge the County for each Ton of inbound Recyclable Materials delivered to the MRF. The payment per ton shall be calculated as described below. An example of this calculation, based on the January 2016 index, is provided.

As of January 2016, Sonoco is shipping glass at no charge/no revenue so will revert to the RecyclingMarkets.net index for glass when this is no longer the case or another suitable index as referenced in Exhibit B (1). Both Parties agree to review the economic impact of glass at any time and upon mutual agreement can modify the definition of Recyclable Materials.

Similarly, the full cost for Sonoco to dispose of Residue is \$50 per ton, as detailed below, and will be revised at a minimum each Contract Year.

Residue Disposal Cost Elements

- \$17.28/ton handling/hauling costs
- \$33.89/ton tip fee

The total was rounded down to \$50 for the purpose of calculating the WAP.

### EXAMPLE Weighted Average Price (WAP) of the County's Recyclable Materials

Material	Index Description	Material %	Index Value (Jan 2016)	Market Value (\$/Ton)	WAP (\$/Ton)
Mixed paper	PS 2 baled, F.O.B. seller's dock	8.63%	45	\$45.00	\$3.89
Newspaper	PS 8 baled, F.O.B. seller's dock	36.70%	55	\$55.00	\$20.19
OCC	PS 11 baled, F.O.B. seller's dock	17.73%	80	\$80.00	\$14.19
Aluminum cans	Cents/lb., baled & picked up	0.87%	80	\$1,600.00	\$9.97
Steel cans	\$/Ton, baled & picked up	1.43%	45	\$45.00	\$0.65
PET	Cents/lb., baled & picked up	6.03%	7.75	\$155.00	\$9.35
Natural HDPE	Cents/lb., baled & picked up	1.00%	26	\$520.00	\$5.20
Colored HDPE	Cents/lb., baled & picked up	2.80%	18.5	\$370.00	\$10.36
Glass (3 Mix)	\$/Ton, delivered	14.60%	-17.50	\$0.00 <sup>1</sup>	\$0.00
Contamination	N/A	10.20%	-	(\$50.00)	(\$5.10)
		100%			\$68.68

<sup>1</sup>As noted above, Sonoco is not, as of January 2016, having to pay for glass to be recycled as suggested by the index value. When this is no longer the case then the market value will revert to the RecyclingMarkets.net index or another suitable index as referenced in Exhibit B (1).

JANUARY 2016 CHARGE FOR RECYCABLE MATERIALS = 50% of (\$80 – \$68.68) = \$5.66/ton.

## ADDENDUM

This is a 3rd ADDENDUM to the SUPPLY AGREEMENT Between Sonoco Recycling, Inc. OF Hartsville, South Carolina and Richland County Proposal dated May 18, 2011.

In partnership with Richland County we propose to add the following Addendum changes to current Recycling Contract.


- 1) We will provide the current 27 containers (8 yards, compartment cans, and roll offs) for the seven drop off sites at Ballentine, Blythewood, C&D Landfill, Lower Richland, Public Works, and Sonoco free of charge.
- 2) We will provide service to the above mentioned sites free of charge also.
- 3) We will provide equipment and service for Pilot programs for multi-family complex's (examples: Enclave and Woodlands)
- 4) We will provide Richland County with signs for seven of their drop off centers and others as they come on line. (Sonoco will provide detailed Quarterly reports)
- 5) We will develop an educational video in partnership with Richland County and assist Richland County with a public education program.
- 6) We will add additional drop off sites and provide containers as they are needed
- 7) Curbside Program Payment plan:

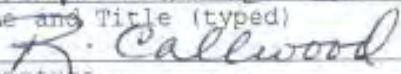
Avg. Weighted Mkt. Price	Payment to Richland County per ton.
\$0 - \$80	\$5 floor
\$81 - \$150	\$10
\$151 - \$200	\$15
\$201 - \$250	\$20
\$250 - \$300	\$25

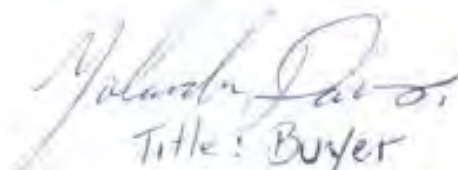
All other terms and conditions will remain the same.

In Witness Whereof, the parties have executed this Agreement by their duly authorized officers or representatives the day and year written above.

SONOCO RECYCLING, INC.  
James Wade Brown  
Division Vice President & General Manager  
Name and Title (typed)

  
Signature  
6/16/2011  
Date

Rodolfo Callwood Director  
Name and Title (typed)  
  
Signature  
6-22-2011  
Date

  
Title: Buyer  
expires: 1-31-2015

## **ADDENDUM #2, RECYCLING PROGRAM**

The following is addendum #2 to the contract to provide sorting, processing and marketing of recyclable materials collected in the countywide recycling program. The addendum becomes effective upon execution of both authorized Agent of each party and is renewable annually not to exceed two years from date of execution.

The agreement is for providing the sorting, processing and marketing of recyclable materials collected in the countywide recycling program as approved by Richland County on April 1, 2003.

WHEREAS, SONOCO RECYCLING, 1 North Second Street, Hartsville, SC 29550 (hereinafter referred to as the "SONOCO") and Richland County Government, 2020 Hampton Street, Columbia, South Carolina (hereinafter referred to as the "OWNER"). It is understood and agreed to by the parties that this is addendum #2 of the agreement for sorting, processing and marketing of recyclable materials is accepted by both parties; and

WHEREAS, it further is understood and agreed to by the parties that the following:

### **Curbside Program:**

- Material delivered to Sonoco Recycling
- Fiber:
  - 50% of Southeast Yellow Sheet #6 news if over \$45 per ton
  - 25% of Southeast Yellow Sheet #6 news if under \$45 per ton
- Mixed (commingled) Processing:
  - \$0 per ton charge
  - Richland County will be responsible to incur expense for residue removal and disposal.

### **Drop-off Program:**

- Collected by Sonoco Recycling

#### 30 cubic yard closed top recycling containers

- Rental:
  - \$0 per container (up to 6 units)
- Hauling to processing facility:
  - \$0 per trip

#### Material Payment for Separated Commodities

- OCC – 30% of Southeast Yellow Sheet grade #11
- Newspaper – 50% of Southeast Yellow Sheet grade #11
- Mixed Plastic & Cans - \$0 fee / \$0 payment

Addendum #2 is governed in all respects by and does incorporate herein all those terms, conditions, rights and responsibilities of the parties as more particularly set forth in the OWNERS Recycling Program Agreement dated April 1, 2003;

The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court, then the remaining terms of the agreement will remain in full force and effect.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 24<sup>th</sup> day of August 2009, set our hand and seal hereon.

SONOCO RECYCLING:

By: Marcy Thompson

Marcy Thompson  
Vice President & General Manager - Sonoco Recycling

Sam Davis  
Signature Attest for Company

Jim Hines  
Printed or Typed Name and Title

RICHLAND COUNTY, SOUTH CAROLINA

By: R. Callwood  
Rodolfo Callwood, Director  
Print/Type Name Title

Christy Swafford  
Signature Attest for County

Christy Swafford, Asst. Director  
Printed or Typed Name and Title



## **ADDENDUM #1, RECYCLING PROGRAM**

The following is addendum # 1 is to the contract to provide sorting, processing and marketing of recyclable materials collected in the countywide recycling program. The addendum becomes effective upon execution of both authorized Agents of each party and is renewable annually not to exceed two years from date of execution.

The agreement for provide the sorting, processing and marketing of recyclable materials collected in the countywide recycling program as approved by Richland County on April 1, 2003.

WHEREAS, SONOCO RECYCLING, 1North Second Street, Hartsville, SC 29550 (*hereinafter referred to as "SONOCO"*) and Richland County Government, 2020 Hampton Street, Columbia, South Carolina (*hereinafter referred to as the "OWNER"*). It is understood and agreed to by the parties that this is addendum #1 of agreement for sorting, processing and marketing of recyclable materials is accepted by both parties; and

WHEREAS, it further is understood and agreed to by the parties that the following:

### **Curbside Program:**

- Material delivered to Sonoco Recycling
- Fiber: 50% of Southeast Yellow Sheet #6 news if over \$45 per ton
- 25% of Southeast Yellow Sheet #6 news if under \$45 per ton
- Mixed (commingled) Processing:
- \$0 per ton charge
- Richland County will be responsible to incur expense for residue removal and disposal.

### **Drop off program:**

- Collected by Sonoco Recycling

#### 30 cubic yard closed top recycling containers

- Rental: \$50 per container (up to 6 units)
- Hauling to processing facility: \$75 per trip

#### Roll-off Compactors

- Rental: \$200 per month per unit (one unit per site)
- Hauling to processing facility: \$75 per trip

#### Material Payment for Separated Commodities

- OCC - 30% of Southeast Yellow Sheet grade #11
- Newspaper - 50% of Southeast Yellow Sheet grade #6 News
- Mixed Plastic and Cans - \$0 fee / \$0 payment
- Glass - \$10 per ton charge to county

Addendum # 1 is governed in all respects by and does incorporate herein all those terms, conditions, rights and responsibilities of the parties as more particularly set forth in the OWNERS Recycling Program Agreement dated April 1, 2003;

The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court, then the remaining terms of the agreement will remain in full force and effect.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 1<sup>ST</sup> day of April 2008, set our hand and seal hereon.

**SONOCO RECYCLING:**

BY: 

MYLES COHEN PRESIDENT  
PRINT/TYPER NAME TITLE

  
Signature Attest for Company

Suzanne R. Rogers, Notary  
Printed or Typed Name and Title

**RICHLAND COUNTY, SOUTH CAROLINA:**

BY: 

Rodolfo A. Callwood, Director  
PRINT/TYPER NAME TITLE

  
Signature Attest for County

Yolanda Davis, Buyer  
Printed or Typed Name and Title

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
RICHLAND COUNTY, SOUTH CAROLINA  
AND  
PSD DEALERS INCORPORATED**

\*\*\*\*\*  
THIS AGREEMENT is made and entered into this 1st day of April, 2003, by and between **RICHLAND COUNTY, 2020 Hampton Street, Columbia, South Carolina 29204**, hereinafter referred to as the **OWNER**, and **PAPER STOCK DEALERS INCORPORATED/SONOCO** whose address is 1132 Idlewide Boulevard, Columbia, South Carolina 29201, hereinafter referred to as the **PSD**.

**WITNESSETH**

WHEREAS, the **OWNER** desires to engage **PSD**, to provide the sorting, processing and marketing of recyclable materials collected in the countywide recycling program.

WHEREAS, the **PSD** has represented to the **OWNER** that it is qualified to perform the described work and, based upon **PSD'S** representations, the **OWNER** desires to retain the services of **PSD** to perform the work described herein.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

That **PSD** shall, upon receipt of each duly executed Notice to Proceed, perform the work described in attachment "A".

The **OWNER**, in consideration of the performance of the **PSD'S** undertakings under this AGREEMENT, shall pay **PSD** twenty-five (\$25.00) dollars per ton for the cost of sorting, processing and marketing of recyclable materials collected in the countywide recycling program. This cost will also include materials delivered to **PSD'S** MRF as well as materials picked-up by **PSD** at the County's drop-off site.

**ARTICLE I – DEFINITIONS**

- a) Richland County Government hereinafter will be referred to as "County" or "Owner."
- b) "Contracting Officer" shall be the person occupying the position of the Director of Procurement.
- c) "Contracting Officer Representative" shall be the person representing the **OWNER** on the project and whose duties will be detailed in writing to the **PSD**.
- d) All references to days shall mean calendar days.
- e) All references to "shall", "must", and "will" are to be interpreted as mandatory language.
- f) The term "PSD" shall mean the person or firm entering into this Agreement to perform work or services for the **OWNER**.
- g) The term "parties" shall mean both the "OWNER" and "PSD"
- h) The term "Work" shall include all obligations, duties, requirements, and Responsibilities, required for the successful completion of the Agreement



by PSD, including furnishing of all supervision, labor, materials and other supplies, in accordance with the terms and conditions set forth herein.

## **ARTICLE II – INVOICING**

PSD will invoice OWNER each month for services rendered during previous month. Under provisions of the Prompt Payment Act payment terms are "Net 30 days" the OWNER will make every attempt to satisfy the payment request within thirty- (30) calendar days as of receipt of invoice. OWNER agrees to pay interest to PSD at a rate equal to one (1%) percent on sums which OWNER fails to remit to PSD within thirty (30) days from date of OWNER receipt of invoice on any unpaid amount for each month or fraction thereof, that such payment is delinquent. Invoices shall be submitted periodically for the amount of work carried out in that period. Invoices submitted for payment for services provided under this contract, shall contain as a minimum:

Name of business concern;  
Contract/Purchase Order number;  
Complete description of services;  
Price of services actually delivered;  
Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent.

Invoices shall be sent to:  
Richland County

Richland County, Public Works  
Attn: Solid Waste Manager  
400 Powell Road  
Columbia SC 29203

## **ARTICLE III – INDEMNIFICATION**

PSD shall indemnify, defend and hold harmless the OWNER, its employees, and directors, each from and against all loss, damage, claims, and actions, and all expenses incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts to the extent caused by the negligence of PSD or anyone acting under its direction or control or in its behalf in the course of its performance under this agreement, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of PSD or a subcontractor or an agent of the PSD or an employee of anyone of them, regardless of the negligence of the OWNER or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole negligence or willful misconduct of the OWNER. Upon request of the OWNER, PSD shall, at no cost or expense to the OWNER, defend any suit asserting a claim for any loss, damage or liability specified above, and PSD shall pay any cost and attorneys' fees that may be incurred by the OWNER in connection with any such claim or suit or in enforcing the indemnity granted above.

## **ARTICLE IV - NON-APPROPRIATIONS:**

Any contract entered into by the Owner resulting from this agreement shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

## **ARTICLE V - OWNER'S RIGHTS OF OWNERSHIP**

Except for PSD'S proprietary information, data, equipment and materials, all original plans, drawings, images, material, documentation (including electronic files or documents), and application generated and prepared by or exclusively for the OWNER pursuant to this agreement shall belong to the OWNER. PSD shall not sell, give, loan nor in any other way

provide such to another person or organization, nor otherwise utilize any commercially valuable equipment, supplies, data, images, or developments created specifically by or for the OWNER under this agreement, without the written consent of the Contracting Officer. Any external requests to procure these data or materials must be forwarded to the OWNER.

#### **ARTICLE VI - LICENSES, PERMITS AND CERTIFICATES**

PSD at own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this agreement.

#### **ARTICLE VII - PROJECT ORGANIZATION**

It is expected that PSD will be dealing with various members of the OWNER'S Staff during the course of this agreement. To establish a clear line of communications, a Contracting Officer Representative (COR), acting as Project Manager, shall be appointed to oversee and coordinate all aspects of the work. He/she shall be the focal point of contact with the PSD. The Contracting Officer shall have the authority to act on the behalf of the OWNER to make binding decisions with respect to this agreement.

#### **ARTICLE VIII - DOCUMENTATION AND PROJECT COMPLETION**

Upon completion of the project, the PSD shall furnish, at no extra charge all closeout documentation including:

- Signed project completion and final payment notice approved, in writing, by OWNER'S Contracting Officer and Contracting Officer's Representative;

#### **ARTICLE IX - INSURANCE**

The PSD shall be accountable for any damages resulting from his/her activities. The PSD shall pay for all such damage. Prior to commencing work hereunder, PSD, at own expense, shall obtain and maintain, throughout the duration of this agreement, all such insurance as required by the State of South Carolina Statute, and minimally the below listed insurances. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the OWNER, but regardless of such acceptance, it shall be the responsibility of the PSD to maintain adequate insurance coverage at all times. Failure of the PSD to maintain insurance coverage shall not relieve PSD of their contractual obligation or responsibility hereunder.

The information described herein sets forth-types of insurance and is not to be construed in anyway as a limitation of liability on the PSD.

PSD shall obtain and maintain such Public Liability and Property Damage insurance as shall protect PSD, their subcontractors, and the OWNER from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this agreement, whether such operations be by PSD, or his subcontractors, or by any one directly or indirectly employed by them.

Prior to commencing work hereunder, PSD, at own expense, shall obtain and maintain, throughout the duration of this agreement, the following insurance:

-Comprehensive General Liability with the following:

A minimum of \$300,000.00/\$20,000.00 per occurrence or required by the state of South Carolina on the following:

- \*Bodily Injury
- \*Property damage

\*Bodily Injury/Property Damage

-Commercial General Liability

A minimum of \$300,000.00/\$20,000.00 per occurrence or required by the state of South Carolina on the following:

-Comprehensive Automobile Liability Insurance to protect the Proposer against claims for damages from:

\*Bodily injury, including wrongful death; and

\*Property damage, which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with fulfillment of obligations under his contract.

e. Workers Compensation Insurance including Statutory Workers' Compensation Benefits and Employer's Liability in the amounts as then required under South Carolina law. The Policy shall include an "all states" endorsement

f. Satisfactory Certificates of Insurance shall be filed with the County prior to starting any work under this agreement. The following is required on the certificate:

(1) Richland County must be shown as an additional insured on General Liability and Auto Liability policies.

(2) The cancellation provisions should provide thirty (30) days notice of cancellation

(3) Certificate must have original signature.

(4) Certificate Holder should read:

Richland County South Carolina  
2020 Hampton Street  
Columbia, SC 29204

#### **ARTICLE X – AUDIT OF RECORDS**

PSD shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by PSD in the performance of the service herein. OWNER shall have the right, upon thirty days notice, to audit at any time up to one year after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine PSD'S books and records relating to these several areas.

#### **ARTICLE XI - SEVERABILITY:**

If any term of provision of this contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remained of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

#### **ARTICLE XII - FORCE MAJEURE & EXCUSABLE DELAYS**

PSD shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of PSD. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions,

strikes, freight, embargoes, and unusually severe weather, but, in every case the failure to perform must be beyond the control of both PSD and subcontractor, and without the fault or negligence of either of them, PSD shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the PSD to meet the required time to permit the PSD to meet the required delivery schedule.

### ***ARTICLE XIII – TERMINATION***

OWNER shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) days written or telegraphic notice. Upon receipt of any termination notice, PSD shall immediately discontinue services on the date and to the extent specified in the notice. PSD shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by OWNER to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by PSD prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Project Release.

OWNER may also cancel or terminate for default this Agreement in whole or in part by thirty (30) days written or telegraphic notice to the PSD:

if PSD shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by PSD; or

if PSD becomes involved in some legal proceedings that in the opinion of OWNER interfere with the diligent, efficient performance and satisfactory completion of the services; or

if PSD fails to make delivery of the supplies or to perform the services within the time specified or any OWNER-authorized extension thereof.

### ***ARTICLE XIV – GOVERNING LAWS/DISPUTES***

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by agreement between PSD and OWNER shall be decided by a court of competent jurisdiction of the State of South Carolina, in accordance with the laws of South Carolina.

### ***ARTICLE XV – OWNER FURNISHED DATA***

All data and materials, negatives, diapositives, aerotriangulation data, terrain and elevation models, control photographs, engineering data, maps, plans, specifications, drawings, or other OWNER furnished property shall remain the exclusive property of OWNER. PSD agrees that such OWNER property will be used for no purpose other than for work for OWNER under this agreement. PSD shall sign and deliver a written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, such property shall be returned to OWNER.

### ***ARTICLE XVI – PROPRIETARY INFORMATION***

Any proprietary information concerning OWNER, its products, data documentation services or manufacturing processes which are designated as proprietary information by OWNER and disclosed to the PSD incident to the performance of this Agreement shall remain the property of OWNER and are disclosed in confidence, and no rights are granted to PSD to

produce or have produced any such products or to practice or cause to be practiced any such manufacturing processes or other processes, or reveal, disclose, or publish any such data and documentation.

#### ***ARTICLE XVII – PUBLICITY***

No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder (other than a brief announcement upon contract execution) shall be issued by PSD without the prior written approval of OWNER. Any inquiry, which PSD may receive from news media concerning this Agreement, must be referred to the OWNER's Senior Public Information Coordinator for coordination prior to response.

#### ***ARTICLE XVIII – GRATUITIES***

OWNER prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonable be interpreted as an attempt to influence the recipients in the conduct of their official duties. PSD or its employees shall not, under circumstances which might reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of OWNER.

#### ***ARTICLE XIX – CHANGES***

PSD is not authorized to make changes without prior written permission from the OWNER.

#### ***ARTICLE XX – DEFAULT***

In case of default, the OWNER reserves the right to purchase any or all data and materials stipulated in the proposal instructions on the open market, charging PSD with any excessive cost. Should such charges be assessed, no subsequent solicitations of the defaulting PSD shall be considered until the assessed charge has been satisfied.

#### ***ARTICLE XXI – COMPENSATION***

OWNER agrees to pay PSD as compensation for Scope of Work fees payable in monthly installments, no later than thirty days after receipt of invoice by OWNER.

#### ***ARTICLE XXII – ENVIRONMENTAL HAZARDS***

PSD shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the Project site. In the event PSD'S services as identified in this Agreement include, an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve the PSD of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

#### ***ARTICLE XXIII - FORCE MAJEURE & EXCUSABLE DELAYS***

The PSD shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the PSD. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather, but, in every case the failure to perform must be beyond the control of both the PSD and subcontractor, and without the fault or negligence of either of them, the PSD shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the PSD to meet the required time to permit the PSD to meet the required delivery schedule.

#### **ARTICLE XXIV - PRIMARY PSD, ASSIGNMENT AND SUBCONTRACTING**

The PSD shall be the "Prime PSD", and the agreement shall be the primary agreement. All other agreements between the OWNER and the PSD shall be subordinate to the primary agreement in the event of conflict between the primary agreement and any other agreements unless, otherwise specifically stated herein, or by mutually executed Amendment hereto. OWNER shall consider PSD to be sole point of contact with regard to all contractual matters of this project. The PSD hereto without the express written consent of the Contracting Officer shall not assign obligation under this agreement to another party.

If any part of the work covered by the agreement is to be subcontracted, the PSD shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the OWNER for approval prior to execution of the contract. The approved PSD-subcontractor contractual agreement, excluding financial information, shall be included in this agreement. Acceptance by the OWNER of such subcontract shall not in any way relieve PSD of any of their obligations, responsibilities, or liabilities, under this agreement, regardless of the nature and conditions of such subcontractor services and actions on PSDY'S behalf.

#### **ARTICLE XXV- CONTRACT DOCUMENTS**

This agreement (*eight pages*)

#### **ATTACHMENTS:**

- a. "Attachment "A" and "B" (*five pages*)

#### **ARTICLE XXVI - ENTIRE AGREEMENT**

This Agreement (including any attachments, exhibits, and amendments hereto) represents the entire understanding and constitutes the entire agreement between OWNER and PSD. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

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The PSD shall be the "Prime PSD", and the agreement shall be the primary agreement. All other agreements between the OWNER and the PSD shall be subordinate to the primary agreement in the event of conflict between the primary agreement and any other agreements unless, otherwise specifically stated herein, or by mutually executed Amendment hereto. OWNER shall consider PSD to be sole point of contact with regard to all contractual matters of this project. The PSD hereto without the express written consent of the Contracting Officer shall not assign obligation under this agreement to another party.

If any part of the work covered by the agreement is to be subcontracted, the PSD shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the OWNER for approval prior to execution of the contract. The approved PSD-subcontractor contractual agreement, excluding financial information, shall be included in this agreement. Acceptance by the OWNER of such subcontract shall not in any way relieve PSD of any of their obligations, responsibilities, or liabilities, under this agreement, regardless of the nature and conditions of such subcontractor services and actions on PSDY'S behalf.

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PSD AND OWNER ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

*This agreement will be effective on: April 1, 2003.*

**PSD:**

**COUNTY:**

**PAPER STOCK DEALERS INC./SONOCO RICHLAND COUNTY, SOUTH CAROLINA**

By: Blake Boyd  
*Authorized Signature*

By: Rodolfo A. Callwood  
*Authorized Signature*

Blake Boyd  
*Print/Type Name*

Rodolfo A. Callwood  
*Print/Type Name*

President  
*Title*

Director of Procurement  
*Title*

May 4, 2003  
*Date*

June 4, 2003  
*Date*

Brenda Edwards  
*Signature Attest for Company*

Valerie G. Price  
*Signature Attest for County*

Brenda Edwards  
*Print or Typed Name and Title*

Valerie G. Price, Buyer  
*Print or Typed Name and Title*  
My Commission Expires January 10, 2010

SEAL

SEAL





# **Attachment “A”**

## **Paper Stock Dealers, Inc./ Sonoco**

### **Statement of Work**

*PSD/SONOCO agrees to the following terms and conditions.*

1. The cost for sorting, processing and marketing all materials collected in the countywide recycling program will be \$25.00. This includes materials delivered to (PSD) Material Recovery Facility (MRF) as well as those materials picked up by PSD at the County's drop-off site.
2. PSD may supply containers (if requested in writing) at the County's drop-off sites for glass and cardboard. There will be a \$55.00 charge per container per month. PSD will haul these containers to the MRF for a fee of \$40.00 per pull
3. All offers extended to Richland County will be extended to other municipalities in the County, excluding the City of Columbia, for sorting, Processing and marketing commingled recyclable materials collected in those municipalities.
4. The County will be responsible for all costs of residual transportation and disposal.
5. That facility operating hours shall allow access to County collectors during normal working hours and agreed on weekend hours and after hours for special recycling collection days,
6. PSD will provide a recycling educational center that will be available to the public during regular business hours.
7. Is certified and in compliance with applicable Federal and State equal employment laws,
8. To provide tonnage report for all types of materials accepted,
9. To be responsible to obtain and maintain through the entire life of the contract, at own expense, all necessary permits, variances, and other documentation necessary to carry out the required scope of service,
10. To provide a dedicated building devoted to sorting and baling commingled and slightly contaminated recyclable materials coming from residential and office recycling programs in Richland County,
11. That materials will off-loaded inside a building,
12. To provide all-weather off loading with vehicles dumping in the interior of the building,
13. To make every effort to minimize the volume of residue coming from materials generated by the County,
14. That all recyclable materials generated by the County will be sold or given to permit recycling facilities,

15. Guarantee that under no circumstances will PSD/SONOCO ever deposit recyclable materials generated by the County in any landfill,
16. To submit tonnage data reports for all types of materials accepted on a monthly basis to be received by the first Monday of each month. Should the first Monday fall on a County-holiday, the report shall be submitted the immediate following workday. The reports and its data will relate to the Richland County recycling program only and will not be combined with data from any other program.

# **Exhibit “B”**

## **Paper Stock Dealers, Inc./ Sonoco**

### **Pilot Program**

## **Pilot Program – Richland County Recycling Program**

Richland County will provide residents with an additional recycling bin so those two bins can be used to store recyclables in a limited area. The area shall consist of Area 5B which is currently serviced by Johnson's Garbage Service. One bin will be used for newspapers and the second bin will be used to store commingled plastics, aluminum, and bimetal cans. Collection trucks will alternate pickups of segregated news and commingled recyclables. Existing trucks will be used without altering service routes. The only additional expense will be the cost of a second container and education of the residents affected.

1. PSD will pay Richland County \$15.00 per ton for separated newspapers.
2. The fee for processing the remaining commingled materials will be \$15.00 per ton.

The pilot program will continue until written notification of cancellation or written notification of any alterations made to include additional areas.

## Richland County Council Request of Action

**Subject:**

Petition to Close Hastings Alley in Olympia

April 26, 2016 – The Committee recommended that Council approve the request to close Hastings Alley.

# Richland County Council Request of Action

**Subject:** Petition to Close Hastings Alley in Olympia

**A. Purpose**

County Council is requested to approve, deny or make a recommendation with respect to a Petition to Close Hastings Alley in Olympia in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. A detailed map is attached.

**B. Background / Discussion**

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County’s Planning, Public Works and Emergency Services departments and to forward the request to abandon or close a public road or right-of-way to County Council for disposition. Hastings Alley is a dirt road/alley in Olympia that runs a single block between Olympia Ave. and Hamrick St. The surrounding property is under contract to be owned by one individual/company. The proposed petition is attached for more detail.

**C. Financial Impact**

There is no apparent financial impact associated with this request.

**D. Alternatives**

1. Approve the request to close Hastings Alley in Olympia.
2. Do not approve the request and contest the matter in circuit court.

**E. Recommendation**

Council’s discretion

Recommended by: Lauren Hogan

Department: Legal

Date: 03/14/2016

**F. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 3/14/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

As stated, the request is an item for Council discretion and has not identified financial impact.

**Planning**Reviewed by: Tracy Hegler

Date: 3/15/16

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Council discretion. The Planning Department has no objections to the closure, as all parcels can be accessed by the common ownership.

**Public Works**Reviewed by: Ismail Ozbek

Date: 3/16/16

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Council discretion. Public Works Department has no objections to the closure.

**Emergency Services**Reviewed by: Michael Byrd

Date: March 16, 2016

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Emergency Services has reviewed and inspected the alley and roads in the area and has no objection.

**Legal**Reviewed by: Brad Farrar

Date: 3/17/16

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

**Administration**Reviewed by: Warren Harley

Date: 3/18/16

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Administration has no objection.



Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

ONE NORTH MAIN, 2<sup>ND</sup> FLOOR (29601-2772)  
POST OFFICE BOX 2048 (29602-2048)  
GREENVILLE, SOUTH CAROLINA  
TELEPHONE 864.240.3200  
FACSIMILE 864.240.3300  
WEBSITE [www.hsblawfirm.com](http://www.hsblawfirm.com)

LANA H. SIMS, IV  
DIRECT DIAL NUMBER 864.240.3203  
EMAIL [lsims@hsblawfirm.com](mailto:lsims@hsblawfirm.com)

March 16, 2016

Richland County Clerk of Court  
Richland County Judicial Center  
Post Office Box 2766  
Columbia, South Carolina 29202

Re: Orchard Columbia, LLC v. EHP Development, LLC; Danny Ray Schumpert; Luther E. Nix,  
Jr.; Richland County; State of South Carolina; City of Columbia, South Carolina and The  
South Carolina Department of Transportation

Dear Sirs:

Enclosed please find the original and two copies of the Civil Action Coversheet, Summons, Lis Pendens and Petition for Abandonment and Closure of Road in reference to the above-referenced case, along with a check in the amount of \$150.00 to cover the filing fee. Please file stamp both and return the copy to me in the enclosed envelope. Please do not hesitate to call me if you have any questions. Thank you for your assistance in this matter.

Sincerely yours,

Haynsworth Sinkler Boyd, P.A.



Lana H. Sims, IV  
Attorney

Enclosures

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

Orchard Columbia, LLC, )

Petitioner. )

vs. )

EHP Development, LLC; Danny Ray Schumpert; Luther E. Nix, Jr.; Richland County, State of South Carolina; City of Columbia, South Carolina and The South Carolina Department of Transportation; )

Defendant. )

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016-CP -23-\_\_\_\_\_

Submitted By:  
Seth R. Swan, Esq.  
Lana H. Sims, IV

Address: Haynsworth Sinkler Boyd, P.A.  
One North Main Street 2<sup>nd</sup> Floor  
Greenville, SC 29601

SC Bar #: 76338  
100751  
Telephone #: 864-240-3200  
Fax #: 864-240-3300  
Other:  
E-mail: lsims@hsblawfirm.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
 This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
 This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
 This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20-CP- - , Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499) Petition for Abandonment and Closure of Road
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Other (799)
Administrative Law/Relief: Reinstate Driver's License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Commission (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (511)

Submitting Party Signature: \_\_\_\_\_

Date: March 16, 2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Orchard Columbia, LLC,

Petitioner,

v.

EHP Development, LLC; Danny Ray Schumpert; Luther E. Nix, Jr. Richland County, State of South Carolina; City of Columbia, South Carolina; and The South Carolina Department of Transportation,

Respondents.

IN THE CIRCUIT COURT

Case No. 2016-CP-\_\_\_\_\_

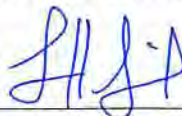
SUMMONS

(Non-Jury)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Petition on the person whose names are subscribed below at One North Main Street, 2<sup>nd</sup> Floor, Greenville, South Carolina 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. Your Answer must be in writing and signed by you or your attorney and must state your address or the address of your attorney, if signed by your attorney. If you fail to answer the Complaint within the time aforesaid, the Plaintiffs in this action will apply to the Court for judgment by default for the relief demanded in the Complaint.

HAYNSWORTH SINKLER BOYD, P.A.



Lana H. Sims IV (S.C. Bar No. 100751)  
HAYNSWORTH SINKLER BOYD, P.A.

ONE North Main, 2nd Floor  
Greenville, SC 29601-2772

Telephone: (864) 240-3200

lsims@hsblawfirm.com

*Attorney for Petitioner Orchard Columbia, LLC*

Dated: March 14  
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Orchard Columbia, LLC,

Petitioner,

v.

EHP Development, LLC; Danny Ray Schumpert; Luther E. Nix, Jr. Richland County, State of South Carolina; City of Columbia, South Carolina; and The South Carolina Department of Transportation,

Respondents.

IN THE CIRCUIT COURT

No. 2016-\_\_\_\_\_

**LIS PENDENS**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by the above-named Petitioner against the above-named Respondents seeking the closure of that certain roadway located in the County of Richland, State of South Carolina, known as Hastings Alley, described as follows:

Commencing at a 1" Pipe located in the southeastern quadrant of the intersection of Virginia Street and Hamrick Avenue, thence running along the southern margin of the right-of-way of Hamrick Avenue S67°16'04"E for a distance of 129.50 feet to a 1/2" Rebar, said 1/2" Rebar being the Point of Beginning (POB); thence continuing along said right-of-way S67°13'50"E for a distance of 10.57 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-02) S23°03'11"W for a distance of 189.87 feet to a 1/2" Rebar; thence running along Unclear Ownership Area for the following bearings and distances: N67°15'23"W for a distance of 10.91 feet to a 1/2" Rebar; thence turning and running S23°09'46"W for a distance of 80.02 feet to a 1/2" Rebar; thence turning and running S67°21'12"E for a distance of 10.67 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-16) thence S23°18'27"W for a distance of 240.07 feet to a 1/2" Rebar; thence turning and running along property of now or formerly Jaco or S.C.E. & G. Co. N67°07'28"W for a distance of 9.98 feet to a 1/2" Rebar; thence turning along property of now or formerly Luther E. Nix, Jr. (TMS#11203-03-19) for the following bearings and distances: N23°09'35"E for a distance of 120.09 feet to a 1/2" Rebar; thence running N23°07'20"E for a distance of 8.29 feet to a R/R Spike; thence turning and running N55°50'33"W for a distance of 10.07 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-23 & 25) N23°17'57"E for a distance of 138.46 feet to a

1/2" Rod; thence running along property of Orchard Columbia II, LLC (TMS# 11203-03-26) N23°01'33"E for a distance of 60.03 feet to a 1/2" Rebar; thence turning and running along property of now or formerly EHP Development, LLC for the following bearings and distances: S65°23'47"E for a distance of 9.62 feet to a R/R Spike; thence turning and running N23°08'24"E for a distance of 81.43 feet to a 1/2" Rebar; thence running N23°10'16"E for a distance of 99.95 feet a 1/2" Rebar, said 1/2" Rebar being the Point of Beginning (POB). Described property containing 0.15 acres, more or less.

HAYNSWORTH SINKLER BOYD, P.A.



---

Lana H. Sims IV (S.C. Bar No. 100751)  
HAYNSWORTH SINKLER BOYD, P.A.  
ONE North Main, 2nd Floor  
Greenville, SC 29601-2772  
Telephone: (864) 240-3200  
lsims@hsblawfirm.com  
*Attorney for Petitioner Orchard Columbia, LLC*

Dated: March 14  
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Orchard Columbia, LLC,

Petitioner,

v.

EHP Development, LLC; Danny Ray Schumpert; Luther E. Nix, Jr., Richland County, State of South Carolina; City of Columbia, South Carolina; and The South Carolina Department of Transportation,

Respondents.

IN THE CIRCUIT COURT

Case No. 2016-CP-\_\_\_\_\_

PETITION FOR ABANDONMENT AND  
CLOSURE OF ROAD

Petitioner Orchard Columbia, LLC (“Petitioner”) would respectfully show unto the Court as follows:

1. This petition is brought pursuant to S.C. Code Ann. 57-9-10, *et. seq.* for the purpose of closing and abandoning that certain road, tract and/or right of way known as Hastings Alley, located in the City of Columbia, County of Richland, State of South Carolina, described more fully as follows (the “Subject Road”):

Commencing at a 1” Pipe located in the southeastern quadrant of the intersection of Virginia Street and Hamrick Avenue, thence running along the southern margin of the right-of-way of Hamrick Avenue S67°16'04"E for a distance of 129.50 feet to a 1/2" Rebar, said 1/2" Rebar being the Point of Beginning (POB); thence continuing along said right- of-way S67°13'50"E for a distance of 10.57 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-02) S23°03'11"W for a distance of 189.87 feet to a 1/2" Rebar; thence running along Unclear Ownership Area for the following bearings and distances: N67°15'23"W for a distance of 10.91 feet to a 1/2" Rebar; thence turning and running S23°09'46"W for a distance of 80.02 feet to a 1/2" Rebar; thence turning and running S67°21'12"E for a distance of 10.67 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-16) thence S23°18'27"W for a distance of 240.07 feet to a 1/2" Rebar; thence turning and running along property of now or formerly Jaco or S.C.E. & G. Co. N67°07'28"W for a distance of 9.98 feet to a 1/2" Rebar; thence turning along property of now or formerly Luther E. Nix, Jr. (TMS#11203-03-19)

for the following bearings and distances: N23°09'35"E for a distance of 120.09 feet to a 1/2" Rebar; thence running N23°07'20"E for a distance of 8.29 feet to a R/R Spike; thence turning and running N55°50'33"W for a distance of 10.07 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-23 & 25) N23°17'57"E for a distance of 138.46 feet to a 1/2" Rod; thence running along property of Orchard Columbia II, LLC (TMS# 11203-03-26) N23°01'33"E for a distance of 60.03 feet to a 1/2" Rebar; thence turning and running along property of now or formerly EHP Development, LLC for the following bearings and distances: S65°23'47"E for a distance of 9.62 feet to a R/R Spike; thence turning and running N23°08'24"E for a distance of 81.43 feet to a 1/2" Rebar; thence running N23°10'16"E for a distance of 99.95 feet a 1/2" Rebar, said 1/2" Rebar being the Point of Beginning (POB). Described property containing 0.15 acres, more or less.

2. Respondent EHP Development, LLC ("EHP") is a limited liability company organized pursuant to the laws of South Carolina, and it is the owner of the following parcels of real property located in Richland County, South Carolina abutting, surrounding and/or adjacent to the Subject Road (collectively, the "EHP Property"):

a. That certain parcel known as TMS # 11203-03-02, conveyed to EHP by virtue of that certain Deed given to EHP by Mary E. Richards, dated March 3, 2005 and recorded on March 4, 2005 at the Office of the Register of Deeds for Richland County in Book 1030 at Page 265, said parcel being described more fully therein;

b. That certain parcel known as TMS # 11203-03-04 and that certain parcel known as TMS # 11203-03-29, both conveyed to EHP by virtue of that certain Deed given to EHP by We Rent Pretty Houses, LLC dated February 12, 2009 and recorded on February 20, 2009 at the Office of the Register of Deeds for Richland County in Book 1496 at Page 2338, said parcel being described more fully therein;

c. That certain parcel known as TMS # 11203-03-16, conveyed to EHP by virtue of (i) that certain Deed given to EHP by Charles Loftis as Trustee for the Benefit of Andrew Loftis, dated March 3, 2005 and recorded on March 4, 2005 at the Office of the Register of Deeds for Richland County in Book 1030 at Page 268; and (ii) that certain Deed given to EHP by Charles Loftis, dated March 3, 2005 and recorded on March 4, 2005 at the Office of the Register of Deeds for Richland County in Book 1030 at Page 271; said parcel being described more fully therein;

d. That certain parcel known as TMS # 11203-03-23, conveyed to EHP by virtue of that certain Deed given to EHP by Edward H. Pitts, Jr., dated July 23, 2012 and recorded on August 8, 2012 at the Office of the Register of Deeds for Richland County in Book 1786 at Page 430, said parcel being described more fully therein;

e. That certain parcel known as TMS # 11203-03-25, conveyed to EHP by virtue of that certain Deed given to EHP by Edward H. Pitts, Jr., dated July 23, 2012 and recorded on August 8, 2012 at the Office of the Register of Deeds for Richland County in Book 1786 at Page 433, said parcel being described more fully therein; and

f. That certain parcel known as TMS # 11203-03-26, conveyed to EHP by virtue of that certain Deed given to EHP by Edward H. Pitts, Jr., dated October 1, 2014 and recorded on October 3, 2014 at the Office of the Register of Deeds for Richland County in Book 1977 at Page 2178, said parcel being described more fully therein;

3. Respondent Luther E. Nix, Jr. (“Nix”) is the owner of that certain real property located in Richland County, South Carolina known as TMS # R11203-03-19 conveyed to Nix by Deed of Eugenia H. Nix dated April 17, 1986 and recorded on April 18, 1986 at the Office of the Register of Deeds for Richland County in Book 788 at Page 88, said parcel being described more fully therein (“Nix Property”), abutting, surrounding and/or adjacent to the Subject Road.

4. Respondent Danny Ray Schumpert (“Schumpert”) it is the owner of that certain real property located in Richland County, South Carolina known as TMS # 11203-03-01, conveyed to Schumpert by Deed of Danny R. Schumpert Foundation recorded on January 12, 2012 at the Office of the Register of Deeds for Richland County in Book 1786 at Page 430, said parcel being described more fully therein (“Schumpert Property”), abutting, surrounding and/or adjacent to the Subject Road.

5. The EHP Property, Nix Property and Schumpert Property (“collectively, Surrounding Property”) constitute all of the property that surrounds, abuts and/or is adjacent to the Subject Road, and there are no other properties surrounding, abutting or adjacent to the Subject Road.

6. Petitioner has entered into certain written agreements with EHP, Nix, and Schumpert to purchase the entire Surrounding Property adjacent to which the Subject Road is located (collectively “Agreements”).



7. Petitioner is an “interested person” with regard to the Subject Road, as defined under S.C. Code Ann. § 57-9-10, by virtue of the Agreements.

8. Respondent Richland County, State of South Carolina (the “County”) is made a Respondent to this action due to the fact that the Subject Road is located within the County and, on information and belief, the County may claim some right, title or interest in the Subject Road.

9. Respondent South Carolina Department of Transportation (“SCDOT”) is made a Respondent to this action due to the fact that the Subject Road is located within the State of South Carolina. On information and belief, SCDOT does not maintain the Subject Road or claim any right, title or interest in the Subject Road.

10. Respondent City of Columbia, South Carolina (“Columbia”) is made a Respondent to this action due to the fact that the Subject Road is located within the limits of Columbia. On information and belief, Columbia does not maintain the Subject Road or claim any right, title or interest in the Subject Road.

11. On information and belief, there are no parties other than Petitioner and Respondents herein who may claim some right, title or interest in the Subject Road.

12. The Subject Road is unpaved and, on information and belief, is not used as an access road or thoroughfare by Petitioner, the Respondents herein, or any other party.

13. The Subject Road is not subject to any express or prescriptive rights of way or easements for ingress and egress in favor of the Respondents herein.

14. It is in the best interest of all concerned parties that the Subject Road be permanently abandoned and closed.

15. Petitioner has provided written notice of this action to EHP, Luther and Nix, the owners of the entire Surrounding Property abutting the Subject Road, as evidenced by the correspondence and certified mail return receipts attached hereto as “Exhibit A” and incorporated herein by reference, in accordance with S.C. Code Ann. § 57-9-10.

16. Petitioner has further advertised for three (3) consecutive weeks in The State Newspaper, a newspaper of general circulation in Richland County, a “Notice of Intention to File Petition to Close Road” on December 21, 2015, December 29, 2015 and January 4, 2016, as evidenced by the Affidavit of Publication filed simultaneously herewith, a copy of which is attached hereto as “Exhibit B” and incorporated herein by this reference, in accordance with S.C. Code Ann. § 57-9-10.

17. Notice signage been physically posted along the Subject Road by Petitioner, in compliance to the requirements set forth in S.C. Code of Regulations R. 63-1000, with prior approval from the County, in accordance with S.C. Code Ann. § 57-9-10. True and accurate photographs of said signs are attached hereto as “Exhibit C” and incorporated herein by reference.

18. Petitioner is informed and believes that it is entitled to an Order closing and abandoning the Subject Road.

19. Petitioner is informed and believes that any interest in the Subject Road held by SCDOT, the County and Columbia should be permanently closed and abandoned and all rights in favor of these Respondents and the general public be terminated, and that the Subject Road be vested as follows:

- a. That the portion of the Subject Road between the center line of Hastings Alley and the Nix Property be vested in the name of the owner of the Nix Property;
- b. That the portion of the Subject Road between the center line of Hastings Alley and the EHP Property be vested in the name of the owner of the EHP Property; and
- c. That the portion of the Subject Road between the center line of Hastings Alley and the Schumpert Property be vested in the name of the owner of the Schumpert Property.


WHEREFORE, Petitioner prays that this Court issue an Order pursuant to S.C. Code Ann. § 57-9-10 *et. al.* which decides and determines as follows:

- a. That the Subject Road be permanently closed, abandoned, discontinued and vacated;
- b. That all right, title, or interest and all obligations held by SCDOT, the County, and/or the general public with regard to the Subject Road be permanently terminated;
- c. That the Subject Road is hereby vested as follows: (i) the portion of the Subject Road between the center line of Hastings Alley and the Nix Property is vested in the name of the owner of the Nix Property; (ii) the portion of the Subject Road between the center line of Hastings Alley and the EHP Property be vested in the name of the owner of the EHP

Property; and (iii) the portion of the Subject Road between the center line of Hastings Alley and the Schumpert Property be vested in the name of the owner of the Schumpert Property.

d. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

By:   
Lana H. Sims IV (S.C. Bar No. 100751)  
HAYNSWORTH SINKLER BOYD, P.A.  
ONE North Main, 2nd Floor  
Greenville, SC 29601-2772  
Telephone: 864.240.3200  
Facsimile: 864.240.3300

Attorney for Petitioner Orchard Columbia,  
LLC

EXHIBIT A

Correspondence to EHP, Nix and Schumpert

Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELLORS AT LAW

ONE NORTH MAIN, 2<sup>ND</sup> FLOOR (29601-2772)  
POST OFFICE BOX 2048 (29602-2048)  
GREENVILLE, SOUTH CAROLINA  
TELEPHONE 864 240 3200  
FACSIMILE 864 240 3300  
WEBSITE [www.hsblawfirm.com](http://www.hsblawfirm.com)

LANA H SIMS IV  
DIRECT DIAL NUMBER 864 240 3203  
EMAIL [lsims@hsblawfirm.com](mailto:lsims@hsblawfirm.com)

February 12, 2016

**VIA U.S. MAIL - RETURN RECEIPT REQUESTED**

EHP Development, LLC  
c/o Ted Pitts  
176 Secret Cove Drive  
Lexington, SC 29072

Re: Notice of Intention to File Petition

Dear Mr. Pitts:

I hope you are doing well. As you know, I represent Orchard Columbia, LLC in connection with its efforts to close Hastings Alley in Columbia, South Carolina. Please find enclosed a Notice of Intention to File Petition to Close Road, which I hereby serve upon you in accordance with S.C. Code Ann. § 57-9-10.

I have copied Mr. Murray Kinard, Esq. with this correspondence. It is my understanding that Mr. Kinard represents you in connection with my client's purchase of your property abutting Hastings Alley as well as the petition to close Hastings Alley that we are preparing to file. Please let me know if this is incorrect.

Thank you for your assistance. Please do not hesitate to contact me, or have Mr. Kinard contact me, if you have any questions. I look forward to working with you.

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.



Lana H. Sims, IV

cc: Murray Kinard, Esq.  
303 South Lake Drive  
Lexington, SC 29072

Enclosure

LHS/kk

## NOTICE OF INTENTION TO FILE PETITION TO CLOSE ROAD

NOTICE IS HEREBY GIVEN that the undersigned will file a petition with the Court of Common Pleas for Richland County pursuant to Section 57-9-10 of the CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, praying for closure and abandonment of that certain road, tract and/or right of way known as Hastings Alley, located in the City of Columbia, County of Richland, State of South Carolina, described more fully as follows:

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Lana H. Sims IV  
Haynsworth Sinkler Boyd, P.A.  
ONE North Main, 2<sup>nd</sup> Floor  
Greenville, SC 29601  
(864) 240-3203  
Attorney for Petitioner Orchard Columbia, LLC

Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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LANA H SIMS, IV  
DIRECT DIAL NUMBER 864 240 3203  
EMAIL [lsims@hsblawfirm.com](mailto:lsims@hsblawfirm.com)

February 12, 2016

VIA U.S. MAIL - RETURN RECEIPT REQUESTED

Mr. Luther E. Nix, Jr.  
1175 Olympia Avenue  
Columbia, SC 29201

Re: Notice of Intention to File Petition

Dear Mr. Nix:

As you may be aware, I represent Orchard Columbia, LLC in connection with its efforts to close Hastings Alley in Columbia, South Carolina. Please find enclosed a Notice of Intention to File Petition to Close Road, which I hereby serve upon you in accordance with S.C. Code Ann. § 57-9-10.

I have copied Mr. Dennis Wayne Catoe, Esq. with this correspondence. It is my understanding that Mr. Catoe represents you in connection with my client's purchase of your property abutting Hastings Alley as well as the petition to close Hastings Alley that we are preparing to file. Please let me know if this is incorrect.

Thank you for your assistance. Please do not hesitate to contact me, or have Mr. Catoe contact me, if you have any questions. I look forward to working with you.

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.



Lana H. Sims, IV

cc: Dennis Wayne Catoe, Esq.  
100 Outlet Pointe Boulevard  
Columbia, SC 29210

Enclosure

LHS/kk

## NOTICE OF INTENTION TO FILE PETITION TO CLOSE ROAD

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Lana H. Sims IV  
Haynsworth Sinkler Boyd, P.A.  
ONE North Main, 2<sup>nd</sup> Floor  
Greenville, SC 29601  
(864) 240-3203  
Attorney for Petitioner Orchard Columbia, LLC



Haynsworth  
Sinkler Boyd, P.A.

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ONE NORTH MAIN, 2<sup>ND</sup> FLOOR (29601-2772)  
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LANA H SIMS, IV  
DIRECT DIAL NUMBER 864 240 3203  
EMAIL [lsims@hsblawfirm.com](mailto:lsims@hsblawfirm.com)

February 12, 2016

**VIA U.S. MAIL - RETURN RECEIPT REQUESTED**

Mr. Danny Ray Schumpert, Jr.  
1201 Hamrick Street  
Columbia, SC 29201

141A South Shandon Street  
Columbia, SC 29205

Re: Notice of Intention to File Petition

Dear Mr. Schumpert:

As you may be aware, I represent Orchard Columbia, LLC in connection with its efforts to close Hastings Alley in Columbia, South Carolina. Please find enclosed a Notice of Intention to File Petition to Close Road, which I hereby serve upon you in accordance with S.C. Code Ann. § 57-9-10.

I have copied Mr. Ryan Lane, Esq. with this correspondence. It is my understanding that Mr. Lane represents you in connection with my client's purchase of your property abutting Hastings Alley as well as the petition to close Hastings Alley that we are preparing to file. Please let me know if this is incorrect.

Thank you for your assistance. Please do not hesitate to contact me, or have Mr. Lane contact me, if you have any questions. I look forward to working with you.

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.



Lana H. Sims, IV

cc: Ryan Lane, Esq.  
3600 Rosewood Drive  
Columbia, SC 29205

Enclosure

LHS/kk

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Lana H. Sims IV  
Haynsworth Sinkler Boyd, P.A.  
ONE North Main, 2<sup>nd</sup> Floor  
Greenville, SC 29601  
(864) 240-3203  
Attorney for Petitioner Orchard Columbia, LLC

EXHIBIT B

Affidavit of Publication

THE STATE MEDIA CO., INC.  
Columbia, South Carolina  
publisher of  
**The State**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

Personally appeared before me, Brendan Lloyd, Sales Operations Coordinator  
of THE STATE, and makes oath that the advertisement,

NOTICE OF INTENTION TO FILE PETITION TO CLOSE ROAD NOTICE IS HEREBY GIVEN that  
the undersigned will file a petition with the Court of Common Pleas for Richland County pursuant to  
Section 57-9-10 of the CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, praying for  
closure and abandonment of that certain road, tract and/or right of way known as Hastings Alley,  
located in the City of Columbia, County of Richland, State of South Carolina, described more fully as  
follows:

0002169789

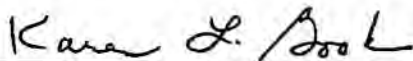
was inserted in THE STATE, a daily newspaper of general circulation published in  
the City of Columbia, State and County aforesaid, in the issue(s) of

December 21, 28, 2015, January 4, 2016

  
Brendan Lloyd, Sales Operations Coordinator

Subscribed and sworn to before me, Karen L. Book,

on this day, January 5, 2016

  
\_\_\_\_\_

Notary Public

My commission expires  
September 25, 2016.

*"Errors- the liability of the publisher on account of errors in  
or omissions from any advertisement will in no way exceed  
the amount of the charge for the space occupied by the item in  
error, and then only for the first incorrect insertion."*

**NOTICE OF  
INTENTION TO  
FILE PETITION TO  
CLOSE ROAD**

NOTICE IS HEREBY GIVEN that the undersigned will file a petition with the Court of Common Pleas for Richland County pursuant to Section 57-9-10 of the CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, praying for closure and abandonment of that certain road, tract and/or right of way known as Hastings Alley, located in the City of Columbia, County of Richland, State of South Carolina, described more fully as follows:

Commencing at a 1" Pipe located in the southeastern quadrant of the intersection of Virginia Street and Hamrick Avenue, thence running along the southern margin of the right-of-way of Hamrick Avenue S67°16'04"E for a distance of 129.50 feet to a 1/2" Rebar, said 1/2" Rebar being the Point of Beginning (POB); thence continuing along said right-of-way S67°13'50"E for a distance of 10.57 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-02) S23°03'11"W for a distance of 189.87 feet to a 1/2" Rebar; thence running along Unclear Ownership Area for the following bearings and distances: N67°15'23"W for a distance of 10.91 feet to a 1/2" Rebar; thence turning and running S23°09'46"W for a distance of 80.02 feet to a 1/2" Rebar; thence turning and running S67°21'12"E for a distance of 10.67 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-16) thence S23°18'27"W for a distance of 240.07 feet to a 1/2" Rebar; thence turning and running along property of now or formerly Jaco or S.C.E. & G. Co. N67°07'28"W for a distance of 9.98 feet to a 1/2" Rebar; thence turning along property of now or formerly Luther E. Nix, Jr. (TMS#11203-03-19) for the following bearings and distances: N23°09'35"E for a distance of 120.09 feet to a 1/2" Rebar; thence running N23°07'20"E for a distance of 8.29 feet to a R/R Spike; thence turning and running N55°50'33"W for a distance of 10.07 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-23 & 25) N23°17'57"E for a distance of 138.46 feet to a 1/2" Rod; thence running along property of Orchard Columbia II, LLC (TMS# 11203-03-26) N23°01'33"E for a distance of 60.03 feet to a 1/2" Rebar; thence turning and running along property of now or formerly EHP Development, LLC for the following bearings and distances: S65°23'47"E for a distance of 9.62 feet to a R/R Spike; thence turning and running N23°08'24"E for a distance of 81.43 feet to a 1/2" Rebar; thence running N23°10'16"E for a distance of 99.95 feet to a 1/2" Rebar, said 1/2" Rebar being the Point of Beginning (POB). Described property containing 0.15 acres, more or less.

Lana H. Sims IV  
Haynsworth Sinkler Boyd, P.A.  
ONE North Main, 2nd Floor  
Greenville, SC 29601  
(864) 240-3203  
Attorney for Petitioner Orchard Columbia, LLC

EXHIBIT C

Photographs of Notice Signs



**NOTICE**  
A PETITION WILL BE  
FILED IN COURT TO  
CLOSE THIS ROAD  
§ 57-9-10, AS AMENDED  
FOR INFORMATION  
CALL (864) 240-3203





Map of Hasting Alley



Map of Hasting Alley



## Richland County Council Request of Action

**Subject:**

Petition to Close Portion of Jilda Drive

April 26, 2016 – The Committee recommended that Council approve the request to close Jilda Drive.

## Richland County Council Request of Action

**Subject:** Petition to Close Portion of Jilda Drive

**A. Purpose**

County Council is requested to approve, deny or make a recommendation with respect to a Petition to Close a portion of Jilda Drive in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. The road is more particularly described in the attached Notice of Intention to File a Petition, Plat, and Application For Encroachment Permit.

**B. Background / Discussion**

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County’s Planning, Public Works and Emergency Services departments and to forward the request to abandon or close a public road or right-of-way to County Council for disposition. The Application for Encroachment Permit was approved April 11, 2016. The Notice of Intention to File a Petition to close a portion of Jilda Drive was received April 13, 2016. Per the attorneys, the filing of the lawsuit will take place within the next couple of weeks. Also, the person seeking to close the portion of Jilda Drive will be the sole owner of all abutting property and, at the time, all adjoining landowners consent to the closure.

Jilda Rd. is in Council District 7

**C. Financial Impact**

There is no apparent financial impact associated with this request.

**D. Alternatives**

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

**E. Recommendation**

Council’s discretion.

Recommended by: Lauren S. Hogan

Department: Legal

Date: 04/19/2016

**F. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers Date: 4/19/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

As stated in the ROA, request is for Council discretion with no financial impact.

**Planning**

Reviewed by: Tracy Hegler Date: 4/20/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

The Planning Department has no objection to the closure of this subject portion of Jilda Dr.

**Public Works**

Reviewed by: Ismail Ozbek Date: 4/20/2016  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

Council Discretion. Public Works Department has no objection to this road closure

**Emergency Services**

Reviewed by: Michael Byrd Date: April 20, 2016  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: ESD has no objection.

**Legal**

Reviewed by: Elizabeth McLean Date: 4/20/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Warren Harley Date: 4/22/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:



COLUMBIA, P.O. Drawer 7766 - Columbia, SC 29202  
1900 Broadway St., Columbia, SC 29401 P 803.771.4400 F 803.779.0010

MYRTLE BEACH, P.O. Box 3646 - Myrtle Beach, SC 29578  
1703 Farline Ct. Myrtle Beach, SC 29577 P 843.448.1000 F 843.448.1535

CHARLESTON, 90 Palmetto St., Suite 220 - Charleston, SC 29401  
P 843.805.8550 F 843.803.8594

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

April 11, 2016

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Richland County Dept. of Public Works  
Attn: Larry Smith, Esq.  
2020 Hampton Street, Suite 4018  
Columbia, SC 29204  
Attorney for Richland County

Sharpe Properties, LLC  
c/o Christy Trogdon  
8124 Wainsboro Road  
Blythewood, SC 29016

Palmetto Health  
c/o Howard West, Esq.  
1600 Marion Street  
Columbia, SC 29201

Janice G. DeLozier, Trustee  
560 West Killian Road  
Columbia, SC 29203

Re: Closing of a portion of Jilda Drive near Columbia  
in Richland County, South Carolina

To Whom It May Concern:

Enclosed you will find a copy of a Notice of Intention to File a Petition to close a portion of Jilda Drive near Columbia, South Carolina. As an abutting landowner and/or a potential party in interest, a copy of this Notice is being mailed to you, pursuant to applicable South Carolina law.

An action will be filed with the Richland County Clerk of Court in order to close the subject portion of Jilda Drive. Should you have any questions, please feel free to contact me at 803-771-4400.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Nelson Weston, Jr.".

S. Nelson Weston, Jr., Esquire

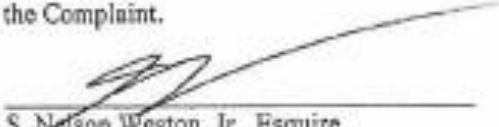
Enclosure

**NOTICE OF INTENTION TO FILE A PETITION TO  
CLOSE A PORTION OF JILDA DRIVE  
NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA**

**TO ALL INTERESTED PARTIES:**

**YOU WILL PLEASE TAKE NOTICE** that the undersigned intends to file a Petition in the Court of Common Pleas for Richland County, State of South Carolina, to close a portion of Jilda Drive, said street being located near the intersection of Clemson Road (S-40-52) and Longtown Road, in the County of Richland, State of South Carolina, as shown on the plat entitled "Plat of Suggested Subdivision for 'Terry Acres,'" recorded in the Office of the Register of Deeds for Richland County in Plat Book "X", Page 6448. The portion of Jilda Drive sought to be abandoned is the approximately 474 ft. portion beginning at its southernmost intersection with Longtown Road and ending at its initial intersection with Olga Road, which said portion is bounded by property(ies) owned now or formerly by Palmetto Health, Delczier, and Sharpe Properties, LLC. A copy of said plat is available for inspection at the office of the Register of Deeds for Richland County and a copy of said plat and additional exhibits are available at the office of the undersigned and will be attached to the Complaint.

April 5, 2016

  
\_\_\_\_\_  
S. Nelson Weston, Jr., Esquire  
Richardson Plowden & Robinson, P.A.  
1900 Barnwell Street  
Columbia, South Carolina 29201  
(803) 771-4400  
Attorneys for Petitioner

APPLICATION FOR ENCROACHMENT PERMIT

RICHLAND COUNTY, SOUTH CAROLINA

Name/Address of Applicant:

S. Nelson Weston, Jr., Esq.  
Richardson Plowden & Robinson, P.A.  
1900 Barnwell Street  
Columbia, SC 29201

The undersigned applicant hereby applies to the Richland County Department of Public Works and Engineering for permit for encroachment on Right of Way of Road JILDA DRIVE as shown by sketch plan below.

Sketch Plan

TRAFFIC SIGNS TO BE PLACED AS SHOWN ON ATTACHED RICHLAND COUNTY GPS MAP, MARKED BY RED "X's". THESE SIGNS ARE REQUIRED TO BE INSTALLED PURSUANT TO S.C. CODE R. 63-1000 ("SIGN REQUIREMENTS FOR POSITIONS TO CLOSE ROAD"). THE HIGHLIGHTED SEGMENT OF JILDA DRIVE IS THE PORTION SOUGHT TO BE CLOSED. S.C. CODE R. 63-1000 IS ALSO ATTACHED HERETO.

This permit shall become null and void unless the work contemplated herein shall have been completed prior to 10/11/16

		<u>Bill Steaks</u>	<u>4/11/16</u>
Restoration Approved	Date	Approved-County Engineer or Designer	Date

I (We) do hereby agree to comply with all the provisions, terms, conditions, and restrictions set out herein. I (We) do hereby further agree and bind my (our) heirs, successors and assigns, to assume any and all liability the County might otherwise have in connection with accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the encroachment contemplated herein and agree to indemnify the County for any liability incurred or injury or damage sustained by reason of the past, present, or future existence of said encroachment.

[Signature] 4/5/16  
Signature of Applicant Date



### GENERAL PROVISIONS

1. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right of way, the County Engineer, County Administrator, and the Sheriff's Department shall be notified 48 hours in advance so that adequate public notice can take place.
2. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the County Engineer's office or law enforcement official on demand.
3. **PROTECTION OF HIGHWAY TRAFFIC:** Adequate provisions shall be made for the protection of the highway traffic at all times. Necessary detours, barricades, warning signs and watchmen shall be provided by and at the expense of the permittee. The work shall be planned and carried out so that there will be the least possible inconvenience to the highway traffic. The applicant agrees to observe all rules and regulations of the County while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
4. **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workman like manner. Adequate provisions shall be made for maintaining the proper drainage of the highway. All work shall be subject to the supervision and satisfaction of the County Engineer.
5. **FUTURE MOVING OF ENCRoACHMENT:** If, in the opinion of the County Engineer, it should ever become necessary to move or remove the encroachment, or any part thereof, contemplated herein, on account of changed in location of the highway widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of the Richmond County Council at the expense of the applicant.
6. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF ENCRoACHMENT:** If, and when, the encroachment contemplated herein shall be moved or removed, either on the demand of the County or at the option of the applicant, the highway and facilities shall immediately be restored to their original condition at the expense of the applicant.
7. **COST:** All work in connection with the construction, maintenance, moving or removing of the encroachment contemplated herein shall be done by and at the expense of the applicant.
8. **PERMITTEE:** The words "Permittee and Applicant" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, successors and assigns.
9. **PERMISSION OF ADJUTING PROPERTY OWNERS:** It is distinctly understood that this permit does not in any wise grant or release any rights lawfully possessed by the abutting property owners. Any such rights necessary shall be secured from said abutting property owners by the applicant.
10. **PIPES, CONDUITS, ETC.**
  - (a) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavement on any surfaced road without disturbing said pavement/ No pavement shall be cut unless specifically authorized herein.
  - (b) Tunneling shall not be permitted except on major work and as may be specifically authorized herein
  - (c) No excavation shall be made nearer than three (3) feet to the edge of the pavement on any hard surface road unless specifically authorized herein and all trenches or tunnel's within the limits of the highway right of way shall be backfilled, and thoroughly tamped in layers not greater than 6 inches in thickness, or backfilled and puddled, and maintained until final settlement has taken place.
  - (d) The section of pipe, of service and other small pipes, under the highway pavement and within a distance of two feet on either side shall be continuous and without joint.
  - (e) Unless specifically authorized herein, all pipes and conduits under the highway shall be placed at approximately right angles to the centerline of the highway and at least two feet below the surface of the highway.
  - (f) Pipes and utilities paralleling the highway shall be located at a distance beyond the edge of the highway surfacing and at a depth as specifically stipulated herein.
11. **DRIVEWAYS AND APPROACHES:**
  - (a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.
  - (b) If the driveway or approach is of concrete pavement, the pavement shall be constructed at least 6 inches thick, and of a mix not lesser than 1-2-4. There shall be a bituminous expansion joint not less than 3/4 inch in thickness, placed between the highway paving and the paving of the approach for the full depth of the former and the full width of the later.



South Carolina Code of State Regulations Annotated  
 Regulations  
 Chapter 63, Department of Highways and Public Transportation (Refs & Annots)  
 Article 10. Sooner Byways

S.C. Code of Regulations R. 63-1000

63-1000. Sign Requirements for Petitions to Close Road.

Currentness

A. **Costs.** Signs required by parties petitioning to abandon or close any street, road or highway pursuant to Section 57-9-10 must be fabricated and posted by the petitioning party. All costs for the fabrication and placement of the signs shall be the responsibility of the petitioner.

H. **Minimum Size.** The sign shall have a minimum width of 30 inches, a minimum height of 36 inches and shall comply with the general requirements for sign materials set forth in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

C. **Design and Content.** The sign shall be in substantial compliance with the illustration and table shown below. A detailed layout is available from the South Carolina Department of Transportation by contacting the Director of Traffic Engineering.



SIGN ELEMENT	LEGEND COLOR	BACKGROUND COLOR	LEGEND FONT	LEGEND FONT	BORDER STYLE
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63-1000. Sign Requirements for Petitions to Close Road., SC ADC 63-1000

ROADS	BLACK	YELLOW/WHITE	3.625"	NA	31.875"
NOTICE	BLACK	YELLOW	4"	HWY D	30A
ROADS RD	BLACK	WHITE	4"	HWY D	30A
CLOSURE	BLACK	WHITE	4"	HWY D	30A
DIVIDER LINE	BLACK	WHITE	3.625"	NA	4"
1-57-9-10	BLACK	WHITE	2"	HWY D	30A
DIVIDER LINE	BLACK	WHITE	3.625"	NA	4"
FOR INFORMATION	BLACK	WHITE	2"	HWY D	30A
CALL	BLACK	WHITE	2"	HWY D	NA
(000) 000-0000	BLACK	WHITE	2.25"	HWY D	NA

D. Contact number. The petitioning party shall provide a phone number, shown on the sign layout as (000) 000-0000, for the public to call for the purpose of obtaining additional information about the proposed road closure. The phone number shall be either the petitioning party's local or toll free number, or that of their legal counsel. A representative shall be available during normal weekday business hours, 9:00 am to 5:00 pm, to provide information and answers to inquiries, or a mechanism shall be in place to allow a person to leave a message which will be returned at a convenient time for both parties.

E. Installation. Each sign shall be installed on a single n-channel or square tube breakaway post. The signs shall be installed in compliance with the requirements of MUTCD. For rural roadways where no sidewalk is present, the signs shall be erected within the public right-of-way, but no less than 6 feet horizontally from the edge of pavement. The vertical distance from the edge of pavement to the bottom of the sign (mounting height) shall be a minimum of 5 feet. For roadways having curb and gutter and sidewalk, the signs shall be erected no less than 2 feet horizontally from the face of the curb. In this situation, the mounting height shall be no less than 7 feet.

F. Positioning. If the entire road is to be closed, one sign shall be erected within 100 feet of each terminal end on the right shoulder of the road in the direction of traffic and facing traffic entering the portion the petitioner proposes to close. If only a portion of the road is proposed to be closed, signs shall be erected at the beginning and ending points to be described in the petition and shall be oriented as detailed previously. Additional signs shall also be erected along the roadway where any public road intersects the affected portion. Such additional signs shall be erected within 100 feet of the intersection in both directions on the right shoulder of the road in the direction of traffic and facing traffic departing from the intersection.

G. Permisses. Prior to installation of any signs, the petitioning party must submit a request for approval to encroach upon the public right-of-way to the governmental entity having authority over the road. Such request shall include a detailed description or diagram of the proposed sign locations. The petitioner shall also be responsible for locating any existing utilities prior to driving any sign posts.

H. Removal. Upon the court ruling on the road closure petition, the petitioner shall remove all signs erected under these regulations at its expense.

**Credits**

HISTORY: Added by State Register Volume 37, Issue No. 5, eff May 24, 2013.

Current through State Register Volume 40, Issue 2, eff February 26, 2016

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S.C. CODE REGS. 63-1000, SC ADC 63-1000

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End of Document

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## Richland County Council Request of Action

**Subject:**

Memorandum of Understanding with the City of Forest Acres for Inspections of Commercial Structures

April 26, 2016 – The Committee recommended that Council approve the agreement between the City of Forest Acres and Richland County to partner in the provision of required building code inspections. Staff will amend the agreement to reflect that expenses for staff time, material, and legal costs (if any) relative to the agreement will be invoiced to the City of Forest Acres and shall be reimbursed by the City of Forest Acres within 30 days of being invoiced by the County.



## Richland County Council Request for Action

**Subject:** Memorandum of Understanding with the City of Forest Acres for Inspections of Commercial Structures

### A. Purpose

County Council is requested to consider and approve a memorandum of understanding and agreement between City of Forest Acres and Richland County to partner in the provision of required building code inspections.

### B. Background / Discussion

The City of Forest Acres manager, Mr. Mark Williams, has notified the County that they will be without a Building Official May 9 – 23, 2016 and are in need of assistance in order to help protect and inspect commercial construction projects as needed for the City of Forest Acres until the Building Officials return.

The City of Forest Acres has agreed to pay for services rendered, as shown in the memorandum of understanding and agreement, a copy of which is attached for Council's consideration.

### C. Financial Impact

The County may experience increased revenue through services provided by the Department of Building Codes and Inspections.

All permitted projects requesting an inspection will be billed at \$75.00 per hour per inspector/vehicle.

### D. Alternatives

1. Approve the memorandum of understanding to assist the City of Forest Acres until the Building Official returns.
2. Do not approve the memorandum of understanding.

### E. Recommendation

This request is at Council's discretion.

Recommended by: Donny Phipps

Department: Building Inspections

Date: April 6, 2016

### F. Approvals

#### Finance

Reviewed by: Daniel Driggers

Recommend Council approval

Comments regarding recommendation:

Date: 4/8/16

Recommend Council denial

This is a policy decision for Council however the financial impact is immaterial. Recommendation is based on the fact that the request is for a limited time commitment of the agreement and the proposed billing rate stated is sufficient to cover the expected incremental cost increase for the program. If the agreement is later intended to be for a longer period of time then we would recommend a complete analysis to ensure that the bill rate is set at an appropriate level to cover the program cost.

**Building and Inspections**

Reviewed by: Donny Phipps

Date: 4/6/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/21/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Warren Harley

Date: 4/22/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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

**AGREEMENT BETWEEN THE CITY**  
**OF FOREST ACRES, SOUTH CAROLINA**  
**AND RICHLAND COUNTY, SOUTH**  
**CAROLINA**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of May, 2016 by and between the City of Forest Acres and Richland County, South Carolina.

WHEREAS, it is the desire of the City of Forest Acres to partner with Richland County in the provision of required building code inspections of commercial buildings for the City for the purpose of providing code compliance for construction projects on an as-needed basis from May 9, 2016 through May 23, 2016; and

WHEREAS, the City of Forest Acres and Richland County recognize the positive impact this partnership will have in maintaining continuity of essential services through inspections on commercial projects; and

WHEREAS, the City of Forest Acres agrees to reimburse Richland County for the cost of inspections as indicated below:

NOW, THEREFORE, in consideration of the services and agreement described herein, the parties hereto agree as follows:

1. Richland County (hereinafter "County") will provide building code inspections of commercial buildings for the City of Forest Acres (hereinafter "City") during the term of the Agreement. All City permitted projects requesting an inspection during the term will be billed at \$75.00 per hour per County inspector/vehicle.
2. Contractors shall call in all inspection requests to the City and the City shall promptly notify the County of such requests. The County shall keep a daily log of all inspection requests from the City, inspections conducted and mileage performed each day. All costs for inspections or re-inspections shall be billed to the City by May 30, 2016 and shall include the attached daily log.
3. The City and County agree that services for inspections will be handled by licensed County inspectors, as required by the South Carolina Department of Labor, Licensing and Regulation.
4. The County shall enforce the following codes:
  - 2012 IBC, International Building Code
  - 2012 IMC, International Mechanical Code
  - 2012 IPC, International Plumbing Code
  - 2012 IFGC, International Fuel Gas Code
  - 2012 IFC, International Fire Code
  
  - 2011, NEC, National Electrical Code
  - 2009, IECC, International Energy Conservation Code

The Building Official of Richland County shall interpret provisions of the applicable Building Code(s). Such interpretations may be appealed to the Forest Acres Building Code Board of Appeals. In the event of an appeal, the County will testify as to code requirements. However, expenses for staff time, material, and legal costs (if any) will be invoiced to the City at the same hourly inspection rate and shall be timely reimbursed by the City.

5. The City and its successors and assigns do hereby remise, release, acquit, and forever discharge the County, its employees, agents, successors, and assigns past, present, from future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or indemnity of whatever nature, and all consequential damage on account of, or in any way arising from the services rendered under this Agreement, and further agrees to hold harmless and indemnify the County for any and all losses, claims, suits, and other liability arising from the services rendered under this Agreement.
6. This term of this Agreement shall be from May 9, 2016 until May 30, 2016, unless terminated sooner, in writing, by either party. The parties may amend this Agreement at any time provided that such amendments are executed in writing, signed by both parties, and approved by the governing bodies of each party.

IN WITNESS WHEREOF, WE, THE UNDERSIGNED, have this \_\_\_\_\_ day of May, 2016, set our hand and seal hereon.

CITY OF FOREST ACRES

WITNESSES:

\_\_\_\_\_  
Mayor

RICHLAND COUNTY

WITNESSES:

\_\_\_\_\_  
Chair

## Richland County Council Request of Action

**Subject:**

Resolution Regarding the Assessment of Vehicles for Taxation Purposes

April 26, 2016 – The Committee recommended that Council direct staff to send a letter to the County’s legislative delegation requesting that they propose legislation to amend the South Carolina State Code of Laws, Section 12-37-2680; determination of assessed value of vehicles to allow for the use of the “black book” value as determined on a quarterly basis as the method of assessing the value of vehicles for taxation purposes.

## Richland County Council Request of Action

**Subject:** Resolution Regarding the Assessment of Vehicles for Taxation Purposes

### **A. Purpose**

County Council is requested to consider a Resolution urging the South Carolina Department of Revenue to explore amending the South Carolina State Code of Laws, Section 12-37-2680; determination of assessed value of vehicles to allow for the use of the current month “black book” value *or* the use of the “black book” value as determined on a quarterly basis as the method for assessing the value of vehicles for taxation purposes.

### **B. Background / Discussion**

At the November 3, 2015 Council meeting, Council considered Councilman Malinowski’s motion to change the way vehicles are taxed by the County. The Council action relative to that item was as follows:

Council directed the County’s lobbyist to contact the South Carolina Department of Revenue (DOR) to explore whether or not the South Carolina State Code of Laws, Sec. 12-37-2680; Determination of assessed value of vehicle, can be amended to allow for the use of the current month “Black Book” value as the method for assessing the value of vehicles for taxation purposes.

SC Code Section 12-37-2680 is attached.

Pursuant to the abovementioned action and staff research in conjunction with our lobbyist, the DOR believes that SC Code Section 12-37-930 (see attached) gives them statutory authority to send the information to auditors one time per year (as opposed to sending it on a more frequent basis).

As a result of discussions between our lobbyist and the DOR, it reasonable to assume that the DOR may strongly oppose legislation mandating DOR to provide the information on a more frequent basis, due to cost and administrative reasons. Additionally, some of the County Auditors in SC may oppose legislation changing the frequency in which they receive the value of vehicles for taxation purposes.

Given this information, Council is requested to approve the attached Resolution urging the South Carolina Department of Revenue to explore amending the South Carolina State Code of Laws, Section 12-37-2680; determination of assessed value of vehicles to allow for the use of the current month “black book” value *or* the use of the “black book” value as determined on a quarterly basis as the method for assessing the value of vehicles for taxation purposes.

If approved, the Resolution may assist Council in moving forward in an effort to change the current system utilized by DOR to provide more fairness to the taxpayer in paying their property tax.

**C. Legislative / Chronological History**

October 12, 2015 Council meeting - Mr. Malinowski made the following motion which was sent to the D&S Committee for consideration:

“To change the way vehicles are taxed by Richland County to a more accurate/fair assessment value by using the current month “Black Book” value. Background: DMV furnishes the “Black Book” value to the tax office in January of each year. This means everyone is assessed a higher tax value on their conveyance due to the inaccurate value used with only one value used for the entire year. “Black Book” values are updated monthly so taxpayers are currently paying too much and need to pay the fair market value at the time of evaluation, not based on a January evaluation.”

October 27, 2015 - The Committee recommended that Council direct the County’s lobbyist to contact the South Carolina Department of Revenue to explore whether or not the South Carolina State Code of Laws, Sec. 12-37-2680; Determination of assessed value of vehicle, can be amended to allow for the use of the current month “Black Book” value as the method for assessing the value of vehicles for taxation purposes.

November 3, 2015 Council meeting - Council directed the County’s lobbyist to contact the South Carolina Department of Revenue (DOR) to explore whether or not the South Carolina State Code of Laws, Sec. 12-37-2680; Determination of assessed value of vehicle, can be amended to allow for the use of the current month “Black Book” value as the method for assessing the value of vehicles for taxation purposes.

**D. Financial Impact**

Approval of the Resolution will not have a financial impact on the County. However, if the legislation is changed, the County stands to lose revenue (cost impact not known at this time).

**E. Alternatives**

- 1. Consider and approve the Resolution.
- 2. Consider, but do not approve the Resolution.

**F. Recommendation**

Consider and approve the Resolution.

Recommended by: Councilman Bill Malinowski

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 4/18/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

No recommendation and is left to Council discretion.

**Auditor**

Reviewed by: Paul Brawley

Date: 4/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion, but if amended will need additional staff.

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Roxanne Ancheta

Date: April 21, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: At this time, staff does not recommend approval of the Resolution, as revenue will be lost (amount undetermined at this time), and additional personnel will be required, per the Auditor.



**SECTION 12-37-2680.** Determination of assessed value of vehicle.

The assessed value of the vehicle must be determined as of the first day of the month preceding the beginning of the tax year for the vehicles. The assessed values must be published in guides or manuals by the South Carolina Department of Revenue and provided to the auditor of each county as often as may be necessary to provide for current values. When the value of any vehicle is not set forth in the guide or manual the auditor shall determine the value from other available information.

**HISTORY:** 1980 Act No. 405, Section 9; 1993 Act No. 164, Part II, Section 22UU; 1993 Act No. 181, Section 214; 1995 Act No. 60, Section 4G.

**SECTION 12-37-930.** Valuation of property; depreciation allowances for manufacturer's machinery and equipment; department may permit adjustment in allowance.

All property must be valued for taxation at its true value in money which in all cases is the price which the property would bring following reasonable exposure to the market, where both the seller and the buyer are willing, are not acting under compulsion, and are reasonably well informed of the uses and purposes for which it is adapted and for which it is capable of being used. The fair market value for vehicles, watercraft, and aircraft must be based on values derived from a nationally recognized publication of vehicle valuations, except that the value may not exceed ninety-five percent of the prior year's value. However, acreage allotments or marketing quota allotments for a commodity established under a program of the United States Department of Agriculture is classified as incorporeal hereditaments and the market value of real property to which they are attached may not include the value, if any, of the acreage allotment or marketing quota. Fair market value of manufacturer's machinery and equipment used in the conduct of the manufacturing business, excluding vehicles, watercraft, and aircraft required to be registered or licensed by a state or federal agency, must be determined by reducing the original cost by an annual allowance for depreciation as stated in the following schedule.

**SCHEDULE**

1. Aerospace Industry 15% Includes the manufacture of aircraft, spacecraft, rockets, missiles and component parts. 2. Apparel and Fabricated Textile Products 14% Includes the manufacture of apparel, for garments, and fabricated textile products except knitwear, knit products and rubber and leather apparel. 3. Cement Manufacture 6% Includes the manufacture of cement. Excludes the manufacture of concrete and concrete products. 4. Chemicals and Allied Products 11% Includes the manufacture of basic chemicals such as acids, alkalis, salts, and organic and inorganic chemicals; chemical products to be used in further manufacture, such as synthetic fibers and plastics materials; and finished chemical products such as pharmaceuticals, cosmetics, soaps, fertilizers, paints and varnishes, explosives, and compressed and liquefied gases. Excludes the manufacture of finished rubber and plastic products. 5. Cold Storage and Icemaking Equipment 6% 6. Electrical Equipment (a) Electrical Equipment 11% Includes the manufacture of electric household appliances, electronic equipment, batteries, ignition systems, and machinery used in the generation and utilization of electrical energy. (b) Electronic Equipment 15% Includes the manufacture of electronic communication, detection, guidance, control, radiation, computation, test and navigation equipment and components thereof. Excludes manufacturers engaged only in the purchase and assembly of components. (c) Electronic Interconnection Component Assembly Devices for Computers and Computer Peripherals; semiconductors and semiconductor devices; substrates; flat panel displays; and liquid crystal displays 30% Includes the manufacture of interconnection component assemblies and devices, semiconductors and semiconductor devices, flat panel displays, and liquid crystal displays which are incorporated in computers or computer peripherals, or other electronic control applications, and telecommunications devices. Computer peripherals include tape drives, compact disk read-only memory systems, hard disks, drivers, tape streamers, monitors, printers, routers, servers, and power supplies. 7. Fabricated Metal Products 11% Includes the manufacture of fabricated metal products such as cans, tinware, hardware, metal structural products, stampings and a variety of metal and wire products. 8. Food and Kindred Products Except Grain and Grain Mill Products, Sugar and Sugar Products, and Vegetable Oil Products 11% Includes the manufacture of foods and beverages, such as meat and dairy products; baked goods; canned, frozen and preserved products; confectionery and related products; and soft drinks and alcoholic beverages. Excludes the

manufacture of grain and grain mill products, sugar and sugar products, and vegetable oils and vegetable oil products. 9. Glass and Glass Products 9% Includes the manufacture of flat, blown, or pressed glass products, such as plate, safety and window glass, glass containers, glassware and fiberglass. 10. Grain and Grain Mill Products 7% Includes the manufacture of blended and prepared flours, cereals, feeds and other grain and grain mill products. 11. Knitwear and Knit Products 17% Includes the manufacture of knitwear and knit products. 12. Leather and Leather Products 11% Includes the manufacture of finished leather products, the tanning, currying and finishing of hides and skins, and the processing of fur pelts. 13. Logging and Sawmilling Includes the cutting of timber and the sawing of dimensional stock from logs. (a) Logging 20% Includes logging machinery and equipment and road building equipment used by logging and sawmill operators on their own account. (b) Sawmills 12% Includes permanent or well-established sawmills. (c) Portable Sawmills 20% Includes sawmills characterized by temporary foundations, and a lack or minimum amount of lumber-handling; drying, and residue-disposal equipment and facilities. 14. Lumber, Wood Products, and Furniture 12% Includes the manufacture of lumber, plywood, veneers, furniture, flooring and other wood products. Excludes logging and sawmilling and the manufacture of pulp and paper. 15. Machinery Except Electrical Machinery, Metalworking Machinery, and Transportation Equipment 11% Includes the manufacture of machinery such as engines and turbines; farm machinery; construction and mining machinery; food products machinery; textile machinery; wood-working machinery; paper industries machinery; compressors; pumps; ball and roller bearings; blowers; industrial patterns; process furnaces and ovens; office machines; and service industry machines and equipment. Excludes the manufacture of electrical machinery, metalworking machinery, and transportation equipment. 16. Metalworking Machinery 11% Includes the manufacture of metal cutting and forming machines and associated jigs, dyes, fixtures and accessories. 17. Mining 12% Includes the mining and quarrying of metallic and nonmetallic minerals and the milling, beneficiation and other primary preparation of such materials. Excludes the extraction and refining of petroleum and natural gas and the smelting and refining of other minerals. 18. Motor Vehicles and Parts 11% Includes the manufacture of automobiles, trucks and buses and their component parts. Excludes the manufacture of glass, tires and stampings. 19. Paper and Allied Products (a) Pulp and Paper 10% Includes the manufacture of pulp from wood, rags, and other fibers and the manufacture of paper and paperboard from pulp. Excludes paper finishing and conversion into cartons, bags, envelopes, and similar products. (b) Paper Finishing and Converting 11% Includes paper finishing and conversion into cartons, bags, envelopes and similar products. 20. Petroleum and Natural Gas (a) Drilling, Geophysical and Field Services 20% Includes the drilling of oil and gas wells on a contract, fee or other basis and the provisions of geophysical and other exploration services. Includes oil and gas field services, such as chemically treating, plugging and abandoning wells and cementing or perforating well casings. Excludes integrated petroleum and natural gas producers which perform these services for their own account. (b) Exploration, Drilling and Production 9% Includes the exploration, drilling, maintenance and production activities of petroleum and natural gas producers. Includes gathering pipelines and related storage facilities of such producers. Excludes gathering pipelines and related storage facilities of pipeline companies. (c) Petroleum Refining 8% Includes the distillation, fractionation, and catalytic cracking of crude petroleum into gasoline and its other components. (d) Marketing 8% Includes the marketing of petroleum and petroleum products. Includes related storage facilities and complete service stations. Excludes petroleum and natural gas trunk pipelines and related storage facilities. Excludes natural gas distribution facilities. 21. Plastics Products 11% Includes the manufacture of processed, fabricated and finished plastics products. Excludes the manufacture of basic plastics materials. 22. Primary Metals Includes the smelting, reducing, refining and alloying of ferrous and nonferrous metals from ore, pig or scrap and the manufacture of castings, forgings and other basic ferrous and

nonferrous metals products. (a) Ferrous Metals 8% (b) Nonferrous Metals 9% 23. Printing and Publishing 11% Includes printing, publishing, lithographing and printing services such as bookbinding, typesetting, photoengraving, and electrotyping. 24. Professional, Scientific, and Controlling Instruments: Photographic and Optical Equipment; Watches and Clocks 11% Includes the manufacture of mechanical measuring, engineering, laboratory and scientific research instruments; optical instruments and lenses; surgical, medical and dental instruments and equipment, ophthalmic equipment; photographic equipment; and watches and clocks. 25. Railroad Transportation Equipment 11% Includes the building and rebuilding of railroad locomotives, railroad cars, and street cars. 26. Rubber Products 15% Includes the manufacture of finished rubber products and the recapping, retreading and rebuilding of tires. 27. Ship and Boat Building 11% Includes the building, repairing and conversion of ships and boats. 28. Stone and Clay Products Except Cement 8% Includes the manufacture of structural clay products such as brick, tile and pipe; pottery and related products, such as vitreous-china, plumbing fixtures, earthenware and ceramic insulating materials; concrete; asphalt building materials; concrete, gypsum and plaster products; cut and finished stone; and abrasive, asbestos and miscellaneous nonmetallic mineral products. Excludes the manufacture of cement. 29. Sugar and Sugar Products 7% Includes the manufacture of raw sugar, syrup or finished sugar from sugar cane or sugar beets. 30. Textile Mill Products Except Knitwear (a) Textile Mill Products, Excluding Finishing and Dyeing 11% Includes the manufacture of spun, woven or processed yarns and fabrics from natural or synthetic fibers. Excludes finishing and dyeing. (b) Finishing and Dyeing 14% Includes textile finishing and dyeing. 31. Tobacco and Tobacco Products 8% 32. Vegetable Oil Products 7% Includes the manufacture of vegetable oils and vegetable oil products. 33. Other Manufacturing 11% Includes the manufacture of products not covered by other guideline classes, such as the manufacture of fountain pens and jewelry. Furniture & Office Equipment of Manufacturers 10% 34. Use of Clean Rooms 15% A manufacturer who uses a Class 100 or better clean room, as that term is defined in Federal Standard 209E, in manufacturing its product may elect an annual allowance for depreciation for property tax purposes of fifteen percent on clean room modules and associated mechanical systems, and on process piping, wiring environmental systems, and water purification systems associated with the clean room instead of a depreciation allowance for which the manufacturer otherwise is entitled. Included are waffle flooring, wall and ceiling panels, foundation improvements that isolate the clean room to control vibrations, clean air handling and filtration systems, piping systems for fluids and gases used in the manufacturing process and in the clean room that touch the product during the process, flat panel displays, and liquid crystal displays, process equipment energy control systems, ultra pure water processing and wastewater recycling systems, and safety alarm and monitoring systems. 35. Life sciences and renewable energy manufacturing 20% Includes machinery and equipment used directly in the manufacturing process by a life sciences or renewable energy manufacturing facility. For purposes of this item, a qualifying facility means a business engaged in pharmaceutical, medicine, and related laboratory instrument manufacturing, processing, or research and development, or that manufactures qualifying machinery and equipment for use by solar and wind turbine energy producers, as well as manufacturers of qualifying batteries for alternative energy motor vehicles, that invests a minimum of one hundred million dollars in the project, as defined in Section 12-10-30(8), and creates at least two hundred new full-time jobs at the project with an average cash compensation level of at least one hundred fifty percent of the annual per capita income in this State or the county in which the facility is located, whichever is less. Per capita income must be determined using the most recent per capita income data available as of the end of the taxable year in which the jobs are filled. Included in this definition are the following North American Industrial Classification Systems, NAICS Codes published by the Office of Management and Budget of the federal government: (i) 3254 Pharmaceutical and Medical Manufacturing; (ii) 334516 Analytical

## Laboratory Instrument Manufacturing.

In no event may the original cost be reduced by more than as provided in Section 12-37-935, except this limit is ninety percent for (1) custom molds and dies used in the conduct of manufacturing electronic interconnection component assembly devices for computers and computer peripherals; and (2) equipment used in the manufacture of tires by manufacturers who employ more than five thousand employees in this State and have over one billion dollars in capital investment in this State. Capital investment will be based upon the gross cost of assets in South Carolina as shown on the manufacturer's property tax and fee-in-lieu of property tax filings. In the year of acquisition, depreciation is allowed as if the property were owned for the full year. The term "original cost" means gross capitalized cost, including property on which the taxpayer made the election allowed pursuant to Section 179 of the Internal Revenue Code of 1986, as shown by the taxpayer's records for income tax purposes. For purposes of this paragraph, custom molds and dies used in the conduct of manufacturing electronic interconnection component assembly devices for computers and computer peripherals are molds and dies designed, produced, and conditioned to the special order of a manufacturer.

Notwithstanding the percentage allowance stated in the schedule above, the department, after examination of the relevant facts, may permit an adjustment in the percentage allowance, with the total allowance not to exceed twenty-five percent, on account of extraordinary obsolescence. The department may set forth a depreciation allowance, instead of the depreciation allowance provided in this section, not to exceed twenty-five percent where the taxpayer can provide relevant data concerning a useful life of the machinery and equipment which is different from the period shown in this section.

**HISTORY:** 1962 Code Section 65-1648; 1952 Code Section 65-1648; 1942 Code Section 2696; 1932 Code Section 2696; Civ. C. '22 Section 431; Civ. C. '12 Section 379; Civ. C. '02 Section 337; G. S. 219; R. S. 270; 1881 (17) 1006; 1926 (34) 981; 1964 (53) 2395; 1967 (55) 933; 1972 (57) 2467; 1975 (59) 248; 1977 Act No. 38; 1979 Act No. 116 Section 1; 1981 Act No. 62 Section 1; 1993 Act No. 164, Part II, Section 81; 1994 Act No. 516, Section 31; 1995 Act No. 32, Sections 6A and B; 1995 Act No. 69, Section 2A; 1996 Act No. 231, Sections 12A and B; 1996 Act No. 431, Section 22; 1996 Act No. 458, Part II, Section 8B; 1999 Act No. 93, Section 15(C), (D); 2000 Act No. 399, Section 3(Q)(2), eff August 17, 2000; 2004 Act No. 187, Section 2.A, eff March 17, 2004; 2010 Act No. 290, Section 28, eff June 23, 2010.

COUNTY OF RICHLAND )  
STATE OF SOUTH CAROLINA )

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO EXPRESS RICHLAND COUNTY’S REQUEST THAT THE SOUTH CAROLINA DEPARTMENT OF REVENUE EXPLORE AMENDING THE SOUTH CAROLINA STATE CODE OF LAWS, SECTION 12-37-2680; DETERMINATION OF ASSESSED VALUE OF VEHICLES, TO ALLOW FOR THE USE OF THE CURRENT MONTH “BLACK BOOK” VALUE **OR** THE USE OF THE “BLACK BOOK” VALUE AS DETERMINED ON A QUARTERLY BASIS AS THE METHOD FOR ASSESSING THE VALUE OF VEHICLES FOR TAXATION PURPOSES.

WHEREAS, the South Carolina Code of Laws, Section 12-37-2680 states that the assessed value of the vehicle must be determined as of the first day of the month preceding the beginning of the tax year for the vehicles; and

WHEREAS, the South Carolina Department of Revenue only sends the “black book” value of vehicles to the County Auditors once a year; and

WHEREAS, due to the fact that the South Carolina Department of Revenue only sends the “black book” value of vehicles to the County Auditors once a year, County Auditors are unable to use the most current “black book” value of a vehicle each month when determining the taxable value of a vehicle resulting in outdated motor vehicle tax bills; and

NOW, THEREFORE, BE IT RESOLVED, that Richland County urges the South Carolina Department of Revenue to explore amending the South Carolina State Code of Laws, Section 12-37-2680; determination of assessed value of vehicles to allow for the use of the current month “black book” value or the use of the “black book” value as determined on a quarterly basis as the method for assessing the value of vehicles for taxation purposes.

SIGNED AND SEALED this \_\_\_ day of \_\_\_\_\_ 2016, having been duly adopted by the Richland County Council.

\_\_\_\_\_  
Torrey Rush  
Richland County Council

ATTEST this \_\_\_ day of \_\_\_\_\_ 2016

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

## Richland County Council Request of Action

**Subject:**

Emergency Services Department – Fire Tanker Truck Purchase

April 26, 2016 - The Committee recommended that Council award the bid to Spartan (Pierce) for four (4) demo/stock tankers in the amount of \$886,052.

# Richland County Council Request of Action

**Subject:** Emergency Services Department – Fire Tanker Truck Purchase

**A. Purpose**

The purpose of this request is to obtain Council approval award the bids for the purchase of four (4) demo/stock tankers to Spartan (Peirce) in the amount of \$886,052. Funding will come from the Emergency Services budget. No additional funds are needed.

**B. Background / Discussion**

County Council provided funding in the 2015-2016 budget for replacement tanker trucks. During the flood, six “dry hydrants” were lost in the rural areas. Dry hydrants are pipes that have been placed into ponds and streams to provide a water source used for fighting fires. These are critical to our ISO public protection classification rating. It is important to provide a short-term solution to move water to areas hit by the flood, or in areas that do not have a water system or standard fire hydrants. A component of our recovery strategy is to increase the number of tankers in these areas until dry hydrants are re-established.

In November 2015, Richland County began the procurement process to purchase tanker trucks. The bid request asked for alternative bids for demos and stock vehicles to reduce costs and reduce the delivery time. The industry standard for delivery of new vehicles built to specifications can be up to 300 days. (10 months). After reviewing the bids, the lowest responsible and responsive bidder was Spartan (Pierce). As an alternative bid, they proposed four (4) stock/demo tankers with immediate delivery. The five manufacturers that placed bids are listed below. The advantage of selecting the stock/demo truck option is that it provides a quick delivery time for less money per truck. The trucks are available on a first come - first purchase basis. This purchase is time sensitive.

**Ferrara**

Custom Built...309,950.00  
Stock.....281,067.00

**Fire Line**

Custom Built...282,099.00  
Stock.....258,000.00

**Safe Ind.**

Custom Built....240,772.50  
Stock.....235,000.00

**Rosenbauer**

Custom Built...242,124.00  
Stock.....None

**Pierce / Spartan**

Custom Built....285,573.00  
Stock.....221,213.00 ( 4 Available)



**C. Legislative / Chronological History**

- 07/01/2012 Current Fire Intergovernmental Agreement became effective.
- 07/01/2015 Funding provided in 2015-2016 Budget.
- 10/04/2015 Flood resulted in damage to “dry hydrants”/ water shortage in some areas.
- 11/06/2015 Specifications put out for Bid
- 01/21/2016 Bid responses received
- 03/14/2016 Bid review completed
- 03/28/2016 ROA prepared for Council Committee

**D. Financial Impact**

This purchase was planned and the funding to purchase the four (4) tankers is available in the Emergency Services Department budget so no additional funds are needed. (ESD 1206220000-531300)

The total cost of the four demo/stock tankers:

\$ 884,852	Four Tankers	(\$221,213 x 4)
\$1,200	Tax	(\$300 x 4)
-----		
\$ 886,052	Total	

**E. Alternatives**

1. Approve the request to award the bids for the purchase of the four (4) demo/stock tankers to Spartan (Peirce).
2. Do not approve the request purchase demo/stock trucks, and purchase trucks using the specifications in the bid.
3. Do not approve the request to award the bids and re-initiate the purchasing process.

**F. Recommendation**

It is recommended that Council award the bid to Spartan (Pierce) for four (4) demo/stock tankers in the amount of \$886,052. Due to the limited availability of the trucks, Council is asked to “clinch” this action.

Recommended by: Michael A. Byrd, Director  
 Department: Emergency Services  
 Date: March 28, 2016

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

**Finance**

Reviewed by: Daniel Driggers

Date: 3/31/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Funds are appropriated as stated and request is consistent with budget.

**Procurement**

Reviewed by: Cheryl Patrick

Date: 4/8/2016

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/8/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Kevin Bronson

Date: 4/8/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

## Richland County Council Request of Action

**Subject:**

Conservation Department - Conservation Easement Acquisition Costs

April 26, 2016 - The Committee recommended that Council approve the request to pay \$2,591.17 for the partial costs of acquiring two conservation easements providing landowner incentives to permanently protect 311 acres of streams, wetlands and forestland for future environmental and economic benefits.

## Richland County Council Request of Action

**Subject:** Conservation Department - Conservation Easement Acquisition Costs

### A. Purpose

County Council is requested to approve a payment of \$2,591.17 from Richland County Conservation Commission's (RCCC) budget for a portion of easement acquisition costs for two FY16 conservation easements.

### B. Background / Discussion

RCCC purchased the development rights on 311 acres in Lower Richland through two conservation easements in FY16 which were approved by Council on October 12, 2015 and December 1, 2015.

In the Requests of Action for these approvals, the Conservation Department (Department) unintentionally omitted portions of the acquisition costs, specifically the cost of easement mapping and two title opinions for a total cost of \$5,182.34. Because the landowner paid for the appraisals which cost over \$6,000, an expense usually assumed by the Department, the Department agreed to pay one-half of the acquisition costs - \$2,591.17. This agreement resulted in a savings of the easement acquisition costs of at least \$3,500.

These expenses have already been paid by the landowner. Approval of this request will allow the County to reimburse him for half of the expenses.

### C. Legislative / Chronological History

- October 12, 2015 - Council approved the request to place a conservation easement on 251 acres on Back Swamp Road, and to purchase the development rights.
  
- December 1, 2015 - Council approved the request from the RCCC to place a conservation easement on 60 acres on Lower Richland Blvd., and to purchase the development rights of the property.

### D. Financial Impact

The financial impact of this request is \$2,591.17. The funds for the request are available in the RCCC budget.

<u>Expense</u>	<u>Cost</u>
Easement Mapping	\$2,842.35
Two (2) Title Opinions	\$2,340.00
<b>Total</b>	<b>\$5,182.34</b>
Minus Half of the Total Expense	- \$2,591.17
<b>Total County Portion</b>	<b>\$2,591.17</b>

**E. Alternatives**

1. Approve the request to pay \$2,591.17 for partial costs of acquiring two conservation easements providing landowner incentives to permanently protect 311 acres of streams, wetlands and forestland for future environmental and economic benefits.
2. Do not approve the request to pay \$2,591.17 for partial costs of acquiring two conservation easements and do not provide landowner incentives to permanently protect 311 acres of streams, wetlands and forestland for future environmental and economic benefits.

**F. Recommendation**

It is recommended that Council approve the request to pay \$2,591.17 for partial costs of acquiring two conservation easements that permanently protect 311 acres of streams, wetlands and forestland.

Recommended by: Quinton Epps

Department: Conservation

Date: April 5, 2016

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 4/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/12/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Warren Harley

Date: 4/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Hopkins - Oldfield 2 Conservation Easement



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## Richland County Council Request of Action

**Subject:**

Conservation Department - County Acquisition of Forfeited Land Parcel

April 26, 2016 - The Committee recommended that Council approve the transfer of parcel R16907-03-08 from the Forfeited Land Commission to Richland County ownership.

## Richland County Council Request of Action

**Subject:** Conservation Department - County Acquisition of Forfeited Land Parcel

**A. Purpose**

County Council is requested to approve the transfer of parcel R16907-03-08 from the Forfeited Land Commission to Richland County ownership.

**B. Background / Discussion**

Richland County acquired the Old Zorba's property (1.6 acres) on Decker Blvd adjacent to Jackson Creek in 2013, and demolished the structure in 2015 (see map in Appendix). The property was purchased with FEMA funds because of its location within the floodplain and its proximity to Jackson Creek.

Parcel R16907-03-08 is one acre, adjacent to the Old Zorba's tract, and contains portions of Jackson Creek within the floodplain. Acquisition of the property for conservation purposes would prevent future commercial development on this property.

Adding this property to the Old Zorba's property will advance the potential for developing a walking trail near Jackson Creek. A trail along Jackson Creek would provide a walking connection from local neighborhoods to shopping areas, educational and exercise opportunities, and promote water quality initiatives within the Gills Creek watershed.

The Richland County Forfeited Land Commission (FLC) was established under state law to accept property for which there was no bid offered at the county tax auction. Parcel R16907-03-08 has been held by the FLC since 2012. Transferring the land to the county will have no impact on taxes as none are paid now and could help advance a potential recreational amenity in the area.

**C. Legislative / Chronological History**

This is a staff driven request.

**D. Financial Impact**

There is no cost to transfer the forfeited property to the county and there is no loss of tax revenue since no taxes have been paid in 4+ years.

Since this property is wooded and landlocked, there is little access to it and little, if any, maintenance required.

**E. Alternatives:**

1. Approve the request to transfer parcel R16907-03-08 from the Forfeited Land Commission to Richland County ownership for conservation purposes.
2. Do not approve the request to transfer parcel R16907-03-08 from the Forfeited Land Commission to Richland County ownership.



**F. Recommendation**

It is recommended that Council Approve the request to transfer parcel R16907-03-08 from the Forfeited Land Commission to Richland County ownership for conservation purposes.

Recommended by: Quinton Epps

Department: Conservation

Date: April 4, 2016

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 4/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Support Services**

Reviewed by: Bill Peters

Date: 4/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: For Council discretion. As described in the ROA the parcel is wooded and little maintenance may be required, but if the property is developed for a walking trail or other use the maintenance impact will increase. We must still maintain the property to remove any trash and ensure it does not violate the overgrown lot ordinance. If opened to the public in any manner all improvements will require regular maintenance as well as maintaining safety aspects such as removal of dead or dying trees or limbs. If developed, a funding source will need to be identified for maintenance and management

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/12/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Warren Harley

Date: 4/13/16

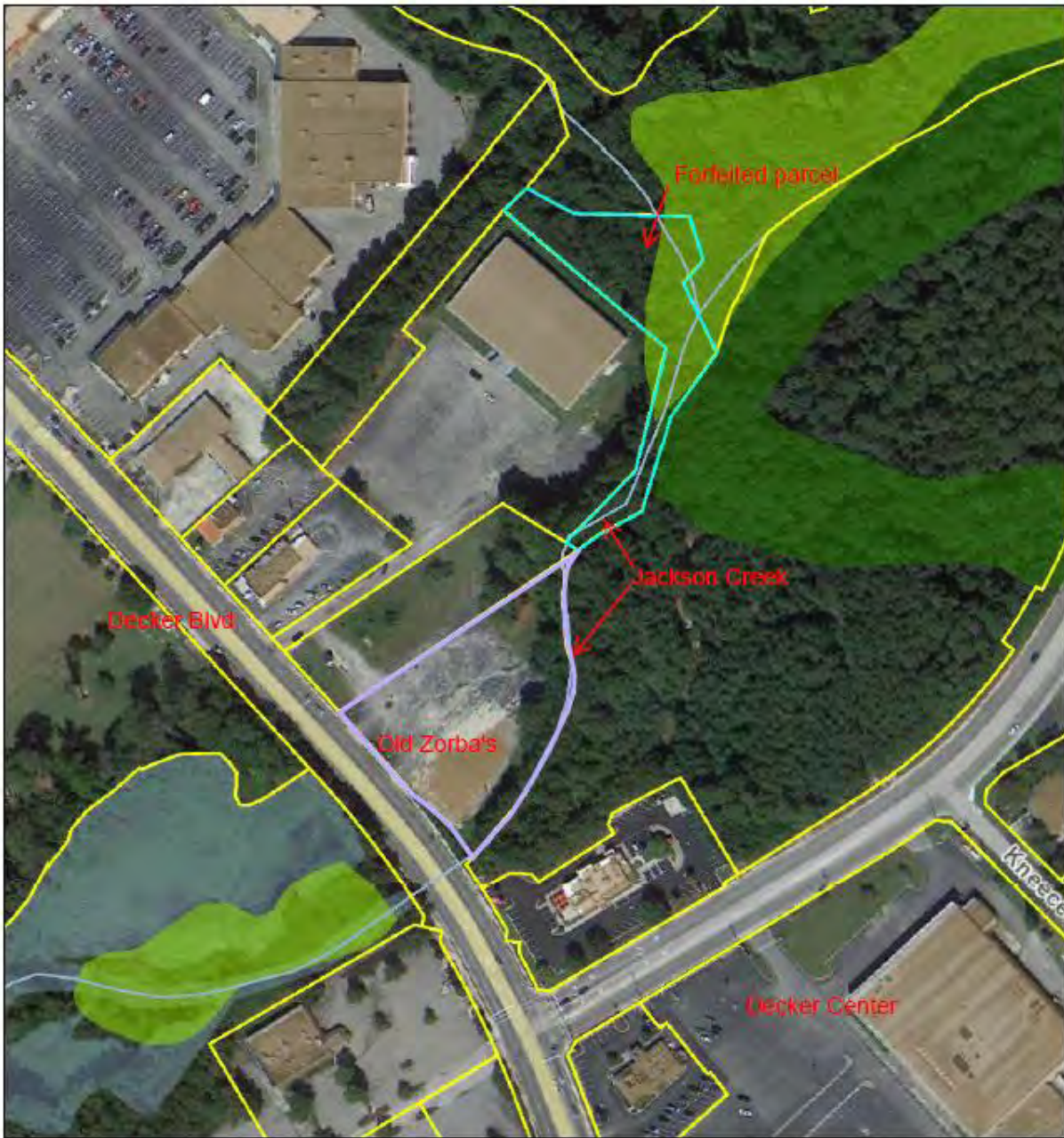
Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Appendix

R16907-03-08 on Jackson Creek

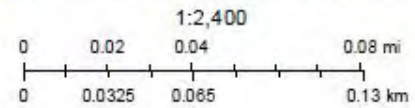


March 24, 2016

- Parcels
- Streams

**NWI Inventory**

- FORESTED WETLAND
- NON-FORESTED WETLAND



Richland County & Google

Me  
Copyright 2015

**Assessor Data View**

The information provided on this page reflects data as of December 31, 2015 and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

Information presented on the Assessor's Database is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER.** While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.** All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices.

**Owner Information**

Tax Map Number:

Owner:

Address 1:

Address 2:

Address 3:

City/State/Zip:

Property Location/Code:

**Tax Information**

Year:

Property Tax Relief:

Local Option Sales Tax Credit:

Tax Amount:

Paid:

Homestead:

Assessed:

**Assessment Information**

Year Of Assessment:  Legal Residence:

Tax District:  Sewer Connection:

Acreage Of Parcel:  Water Connection:

Non-Agriculture Value:  Agriculture Value:

Building Value:  Improvements:

Taxable Value:

Zoning:

**Property Information**

Legal Description:

Land Type:

**Sales History**

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
RICHLAND COUNTY FORFEITED LAND	05/15/2012	V	R1765/ 497	\$22,000.00	A

## Richland County Council Request of Action

**Subject:**

County Administration Building and County Public Health Building Flooring Contract

April 26, 2016 - The Committee recommended that Council approve the contract with O'Neal Flooring in an amount not to exceed \$653,167 to provide labor and materials needed to remove the existing flooring in the County Administration and Health Buildings and replace with new flooring materials.

# Richland County Council Request of Action

**Subject:** County Administration Building and County Public Health Building Flooring Contract

**A. Purpose**

County Council is requested to approve a contract with O’Neal Flooring in an amount not to exceed \$653,167 to provide labor and materials needed to remove the existing flooring in the Administration and Health Buildings and replace with new flooring materials.

**B. Background / Discussion**

The County Administration and Public Health Building are in need of having the vinyl tile and carpet replaced in most locations of the facilities. The flooring replacement (which will include both vinyl tile and carpet, depending on the area) will provide the Administration and Health Building with a fresh, new look and will create a cohesive product throughout the facilities which will assist on future maintenance of the flooring products.

This contract will include the removal and proper disposal of all existing flooring materials in the designated areas, installation of the new flooring material and all subcomponents, and the placement of all existing furniture and fixtures to its pre-renovation state.

All work for this project will be completed during non-business hours, meaning the Administration and Health Building will continue to operate under normal conditions throughout the life of this project. The project will take approximately 2-3 months to complete. The contractor will be required to clean all work areas and return all furniture and fixtures to its original location each night, so that normal working conditions are not negatively affected.

Richland County competitively solicited proposals from qualified contractors for this project. We received 2 proposals in response to the RFP. Both proposals were evaluated by a cross-departmental evaluation committee. The committee’s recommendation, based on both qualifications and proposed cost, is that Council move forward with awarding the contract to O’Neal Flooring.

**C. Legislative / Chronological History**

- Through the general budget process, \$1 million was set aside for building improvements, to include the replacement of flooring in the Administration and Health buildings.

**D. Financial Impact**

Through the budget, \$1 million was set aside for Building Improvements to be used towards the rehabilitation of the flooring products in the Administration and Health buildings. Following is a preliminary total project cost estimate:

Broadloom Carpet	\$20,691
Carpet Tile	\$421,085
Luxury Vinyl Tile	\$76,967
Cove Base	\$36,505
Computer Disconnect/Reconnect	\$6,500
Sales Tax	\$31,419

Contingency	<u>\$60,000</u>
<b>Total</b>	<b>\$653,167</b>

Funds for this request are available in the Building Improvements bond. Therefore, no new funds are needed.

**E. Alternatives**

1. Approve the request to enter into a contract with O’Neal Flooring in an amount not to exceed \$653,167.
2. Do not approve the recommendation to enter into a contract with O’Neal Flooring. If this alternative is chosen, negotiations could begin with the next most responsive bidder, or it could be decided that a re-solicitation is necessary. A total re-solicitation process could take up to an additional 3 months considering the time required to follow the procurement process and the Council approval process.

**F. Recommendation**

It is recommended that Council approve the request to enter into a contract with O’Neal Flooring in the amount not to exceed \$653,167.

Recommended by: Chad Fosnight  
 Department: Administration  
 Date: 04/04/16

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers Date: 4/13/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

Funds are available as stated

**Procurement**

Reviewed by: Cheryl Patrick Date: 04/13/2016  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

The competitive procurement process was followed via an RFP. Award is recommended to the highest ranked proposer, O’Neal Flooring.

**Legal**

Reviewed by: Elizabeth McLean Date: 4/14/16  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Roxanne Ancheta

Date: April 14, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve a contract with O'Neal Flooring in an amount not to exceed **\$653,167** to provide labor and materials needed to remove the existing flooring in the Administration and Health Buildings and replace with new flooring materials. Funds currently exist for this project; therefore, no new funds are being requested.

## Richland County Council Request of Action

**Subject:**

Council Motion Regarding the Human Resources Director reporting to the County Administrator

April 26, 2016 - The Committee recommended that Council postpone any amendments to the County's organizational chart until the permanent County Administrator is hired.



## Richland County Council Request of Action

**Subject:** Council Motion Regarding the Human Resource Director reporting to the County Administrator

### **A. Purpose**

County Council is requested to consider a Council motion regarding the human resource director reporting to the County Administrator.

### **B. Background / Discussion**

At the February 16, 2016 Council meeting, Council member Jackson brought forth the following motion:

“I move that the Human Resources Director reports to the County Administrator. This can be by ordinance or by policy. This allows the Human Resources Director to be able to express his or her opinion freely and without influence or pressure”

Section 2 of the County Ordinance defines the roles and responsibilities of the County Human Resources Department – see below:

### **DIVISION 4. OFFICE OF STAFF AND HUMAN RESOURCES**

#### **Sec. 2-107. Office of staff and human resources, generally.**

The office of staff and human resources is hereby created and shall be responsible for the development and implementation of a modern personnel program employing whatever resources and assistance are needed from the office of finance and budget and the office of operational services. The office of staff and human resources shall be managed by the director of staff and human resources who shall be responsible also for administrative and legislative research, economic and community development, public affairs, data information management, and such other responsibilities as may be assigned by the county administrator.

#### **Sec. 2-108. Position of director--Created; selection; appointment.**

There is hereby created the position of director of staff and human resources. The director of staff and human resources shall be selected and appointed by the county administrator with no definite term of office assigned.

#### **Sec. 2-109. Same--Qualifications; compensation.**

The director of staff and human resources shall be appointed solely on the basis of merit including administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration or some other related discipline. The director of staff and human resources shall be paid an annual salary as recommended by the county administrator and approved by county council.

#### **Sec. 2-110. Same--Responsibilities; duties.**

The duties and responsibilities of the director of staff and human resources shall be:

- (1) To serve as personnel director and, as such to plan, organize, direct and coordinate the personnel program of the county;
- (2) To formulate and recommend operating policies and procedures to the county administrator for the effective administration of the county's personnel program;

(3) To direct and control the county's research resources and activities serving the administrative and legislative branches of the government;

(4) To provide leadership and support in the areas of economic and community development and, in so doing, establish effective liaison and working relationships with all appropriate private and public enterprises as related to economic and industrial development, and with all appropriate civic groups/associations, as related to community development;

(5) To administer a program of public affairs and, to that end, establish effective relationships with the media and the general public through the development of viable public information programs;

(6) To organize, direct, and administer management information and word processing programs assigned to receive, store and provide organizational data and information on a timely and well-organized basis as a service to the entire organization; and

(7) To perform such other related work as may be required and as assigned by the county administrator.

**Sec. 2-111. Staff and personnel.**

The director of staff and human resources shall have such staff and assistants as are deemed necessary to the performance of his duties and operation of the office and approved by the county administrator. They shall be subject to the county personnel system and their compensation determined accordingly.

**Sec. 2-112. Bond.**

The director of staff and human resources shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

**Secs. 2-113--2-116. Reserved.**

**C. Legislative / Chronological History**

- o February 16, 2016 – Motion made by Council member Jackson

**D. Financial Impact**

There is no financial impact associated with this request.

**E. Alternatives**

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

**F. Recommendation**

This is a policy decision for Council.

Recommended by: Norman Jackson

Department: Council District 11

Date: 2/16/16

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

### **Finance**

Reviewed by: Daniel Driggers

Date: 2/29/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

No recommendation provided since this is a policy decision for Council with no financial impact.

### **Human Resources**

Reviewed by: Dwight Hanna

Date: 3/1/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

No recommendation provided because it is a policy decision for Council to make motions as they deem appropriate.

The Human Resources Director neither requested any Council Member to make this motion nor discussed this motion with any Council Member prior to the motion being presented for County Council’s consideration. In addition, the Human Resources Director has not discussed any concerns with the current structure of the County’s organizational chart. The Human Resources Director is not aware of any employee in the Human Resources Department who has requested or discussed this motion with Council.

### **Legal**

Reviewed by: Brad Farrar

Date: 3/14/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

### **Administration**

Reviewed by: Tony McDonald

Date: March 17, 2016

Recommend Council approval

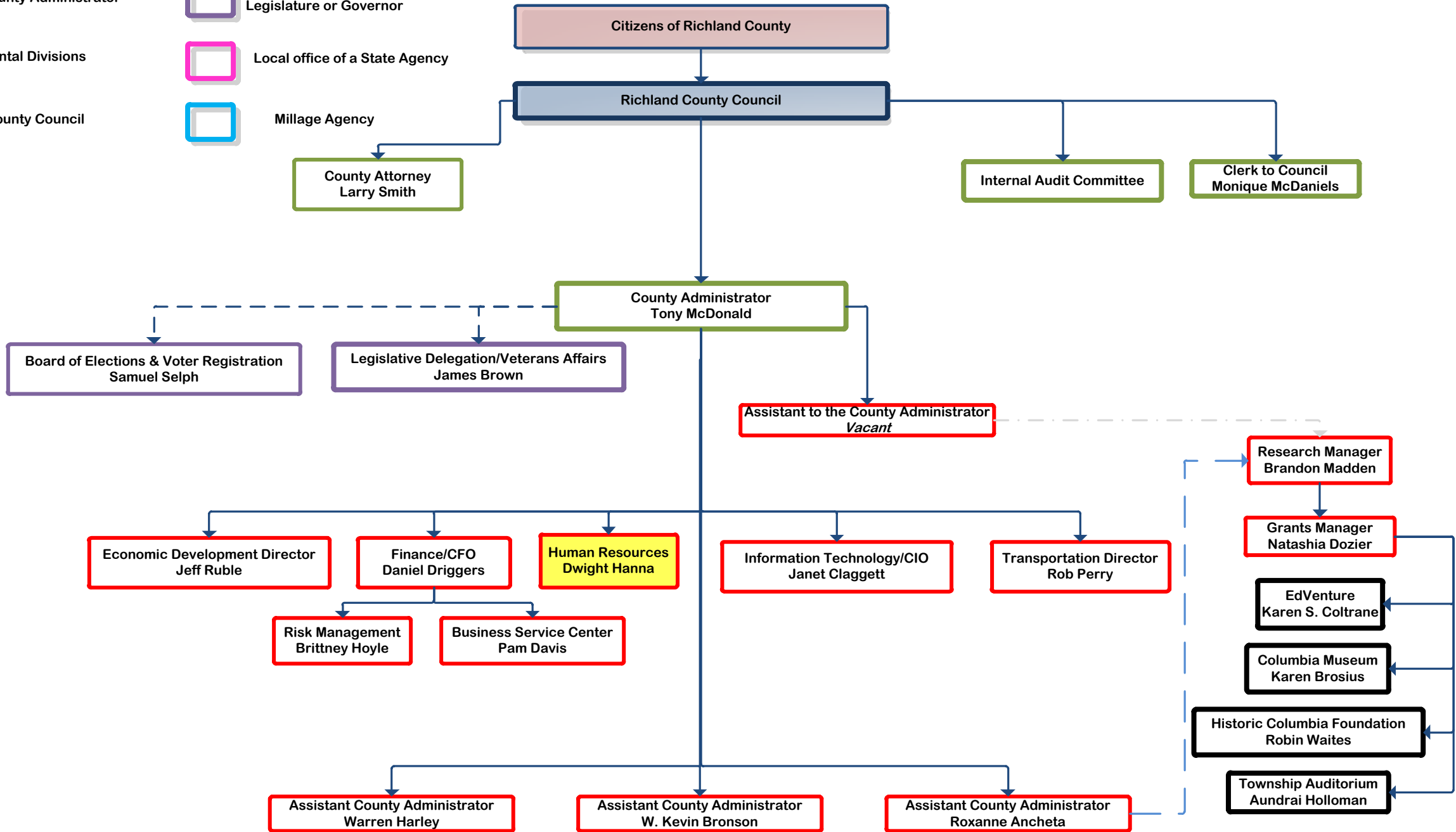
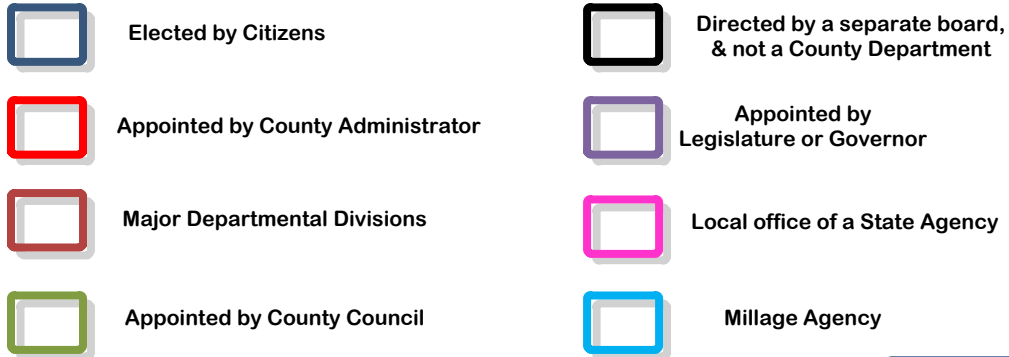
Recommend Council denial

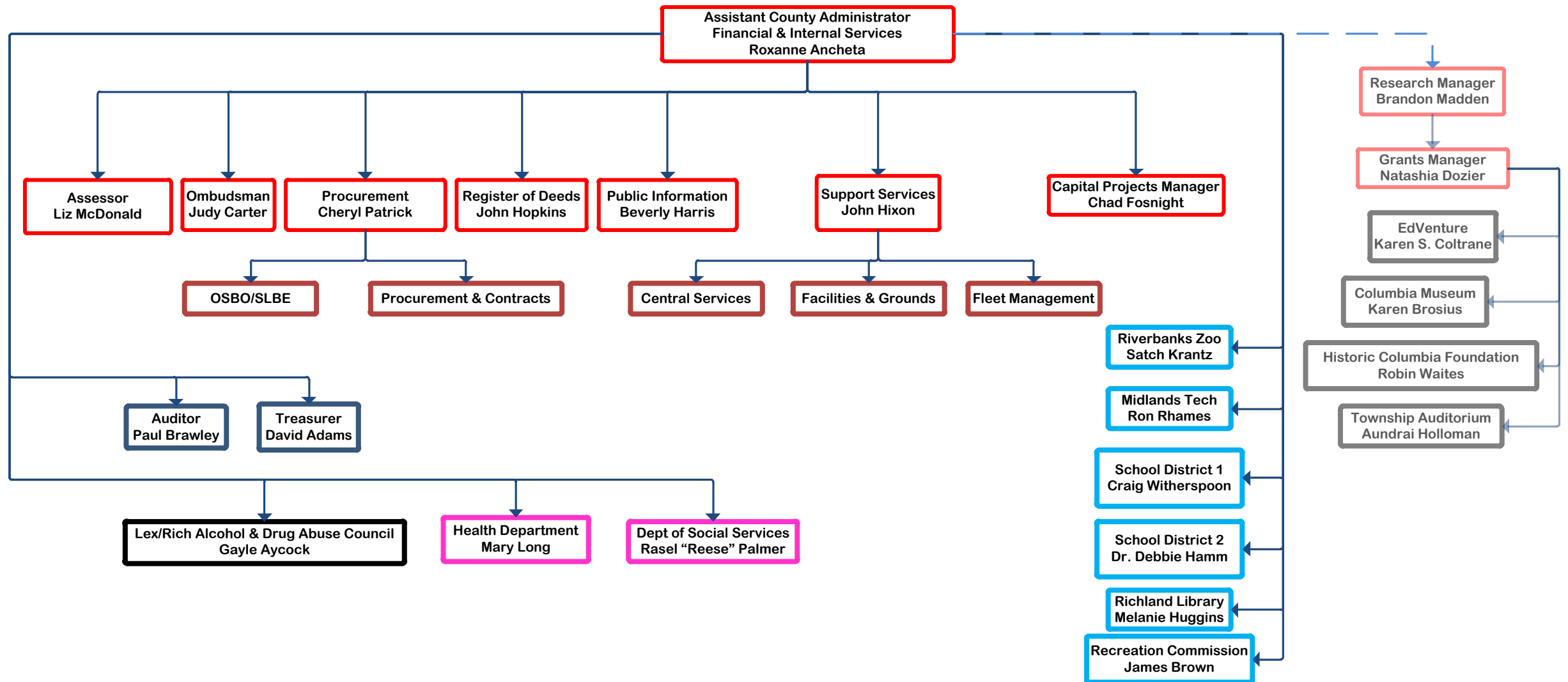
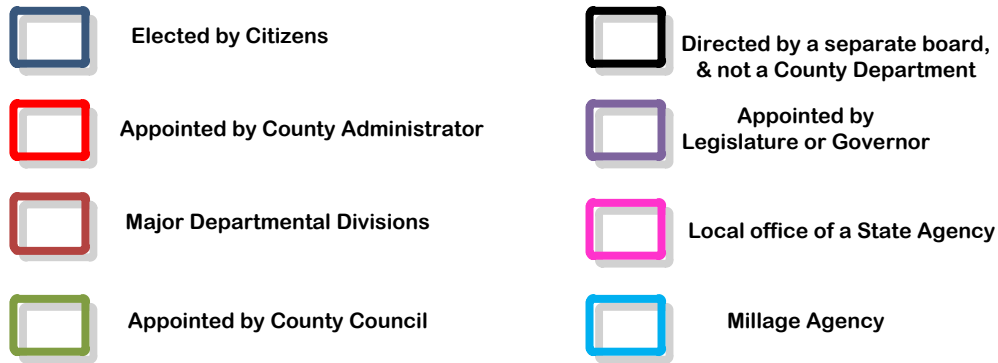
Comments regarding recommendation: Administration does not recommend approval of this item.

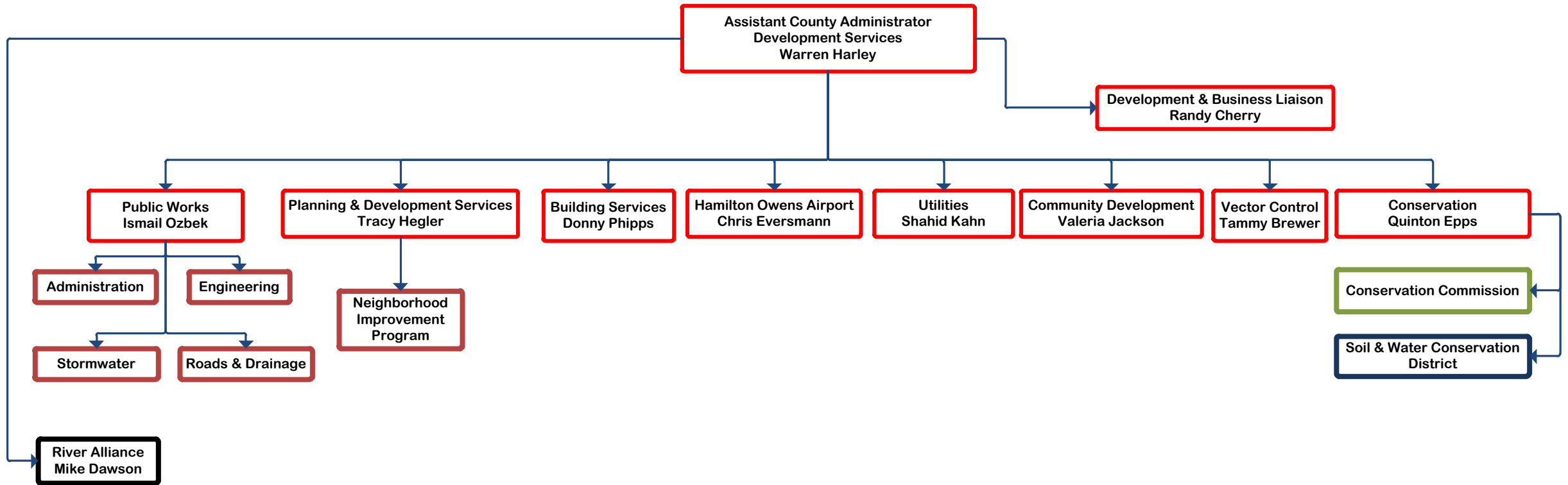
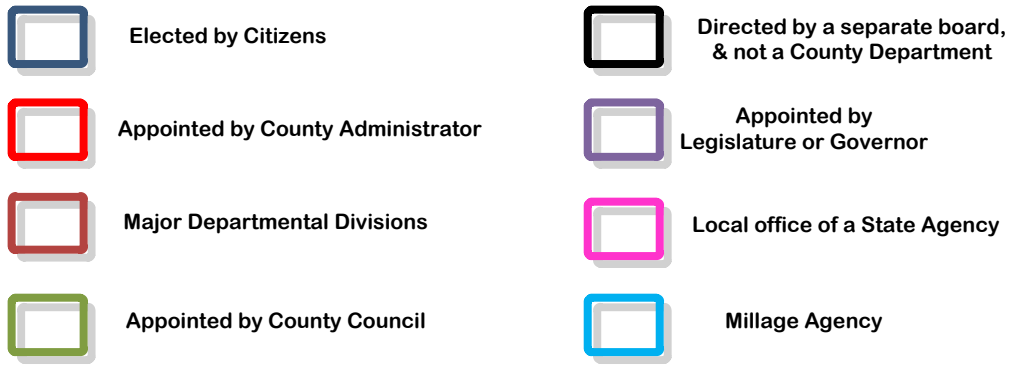
The Human Resources Director, as well as the majority of direct report department directors, reports to one of three Assistant County Administrators, who are assigned departments that are grouped by functionality.

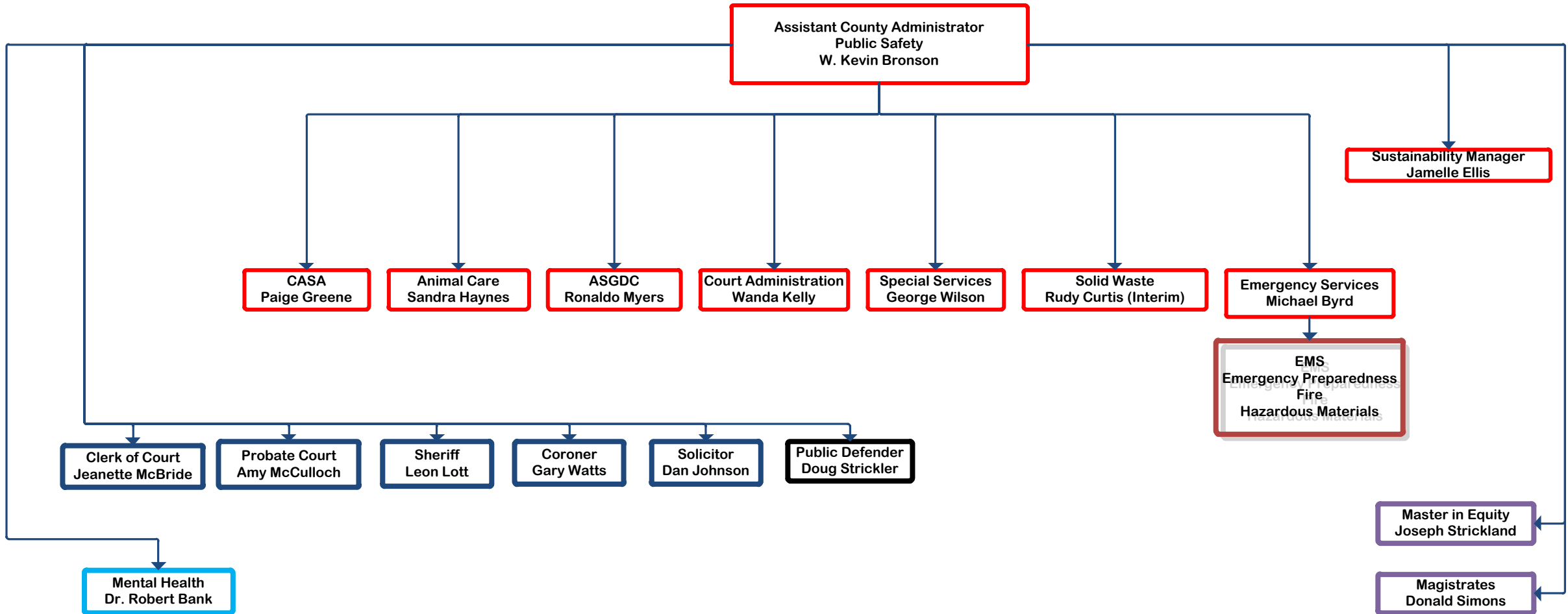
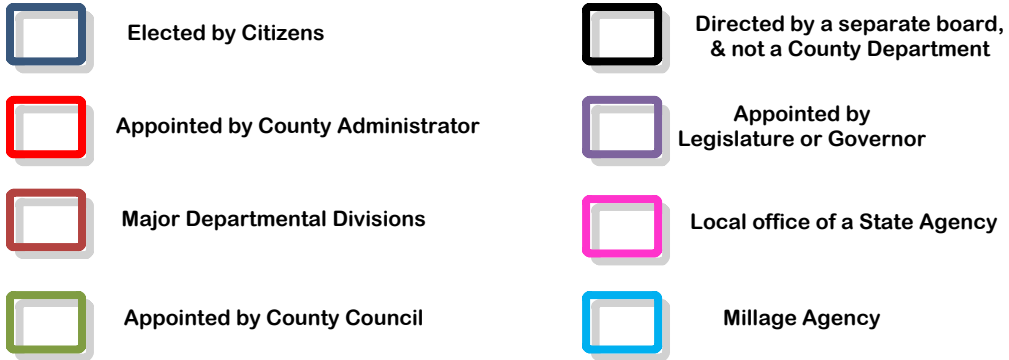
While their direct line of communication through the chain of command is through their respective Assistant, all directors are encouraged to discuss any issues with the County Administrator if they see fit to do so.

All directors should be able to express their opinions freely and without influence or pressure, regardless of reporting structure. If some directors feel that this is not the case, they are encouraged to speak to the County Administrator.

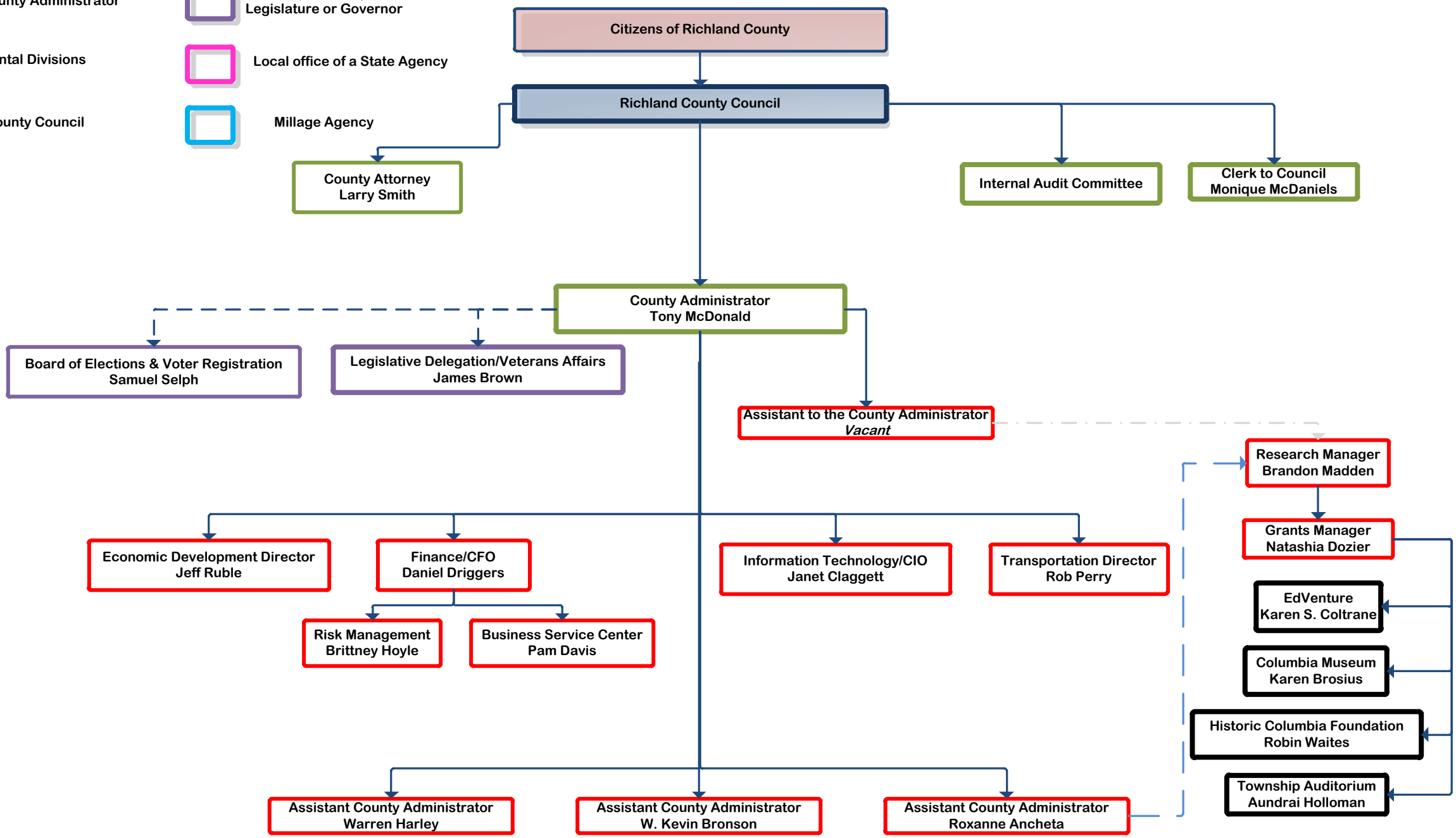
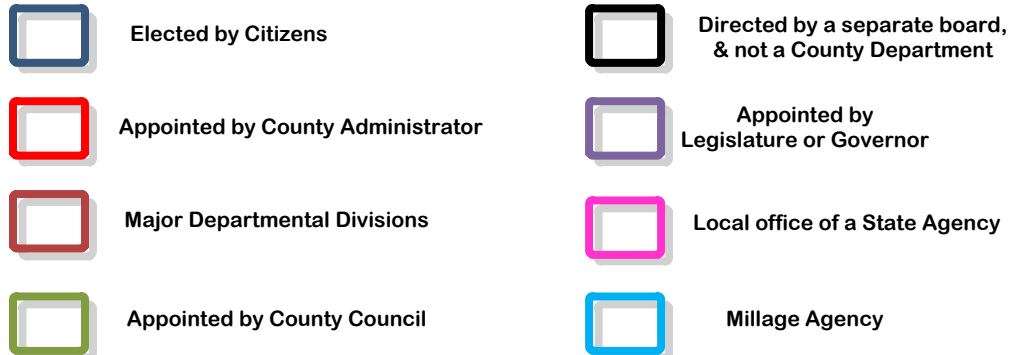


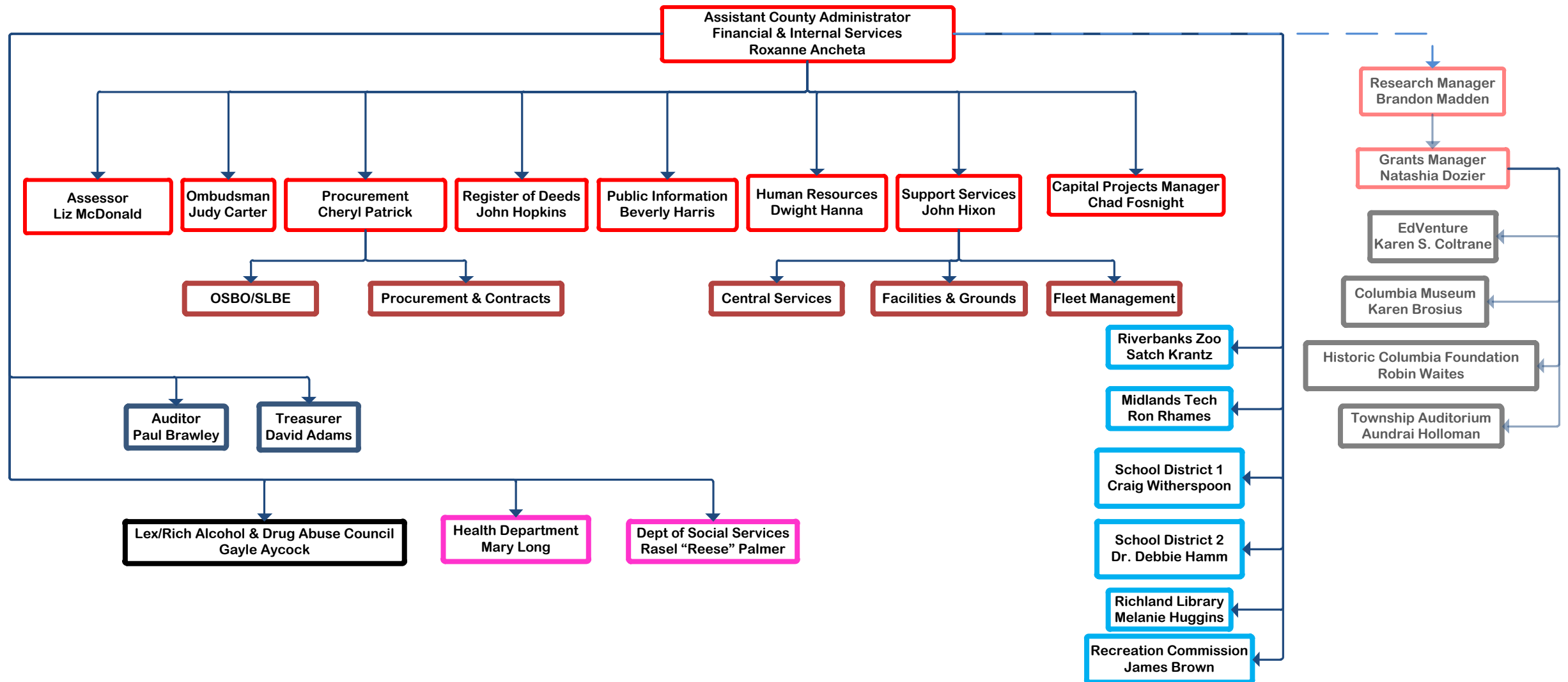
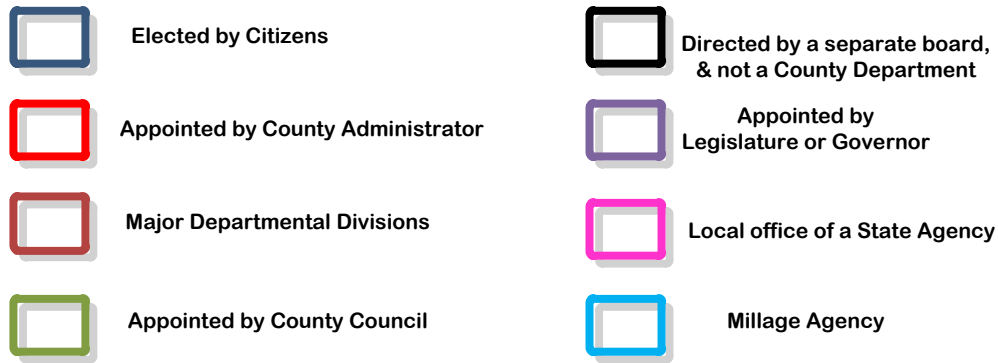


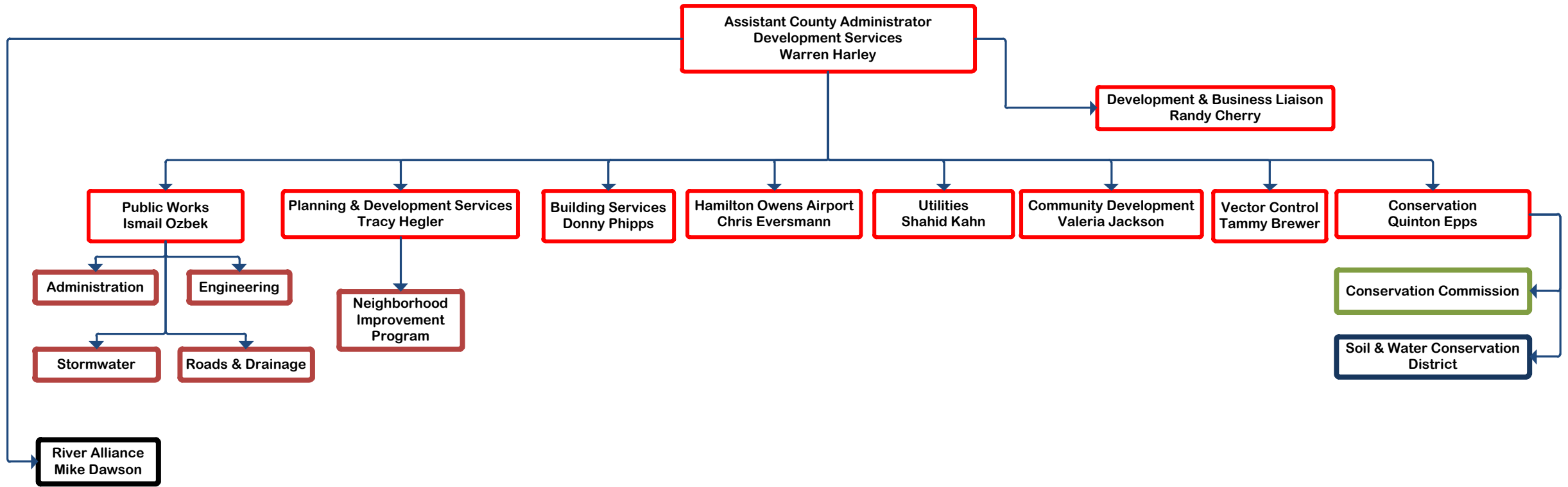
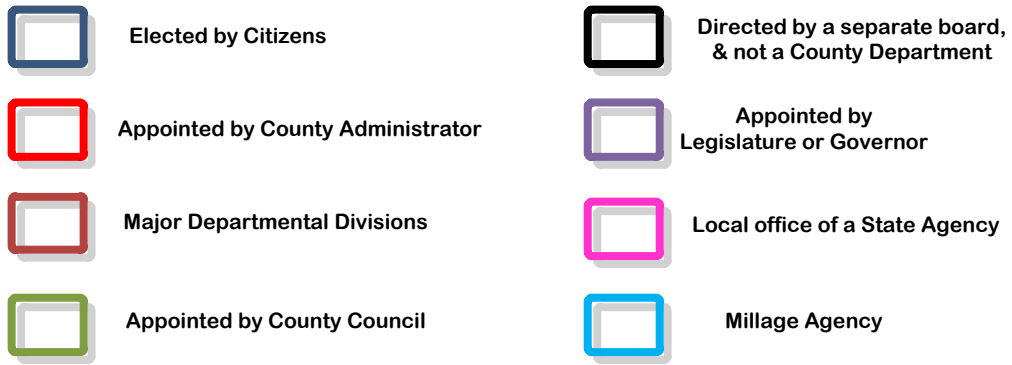


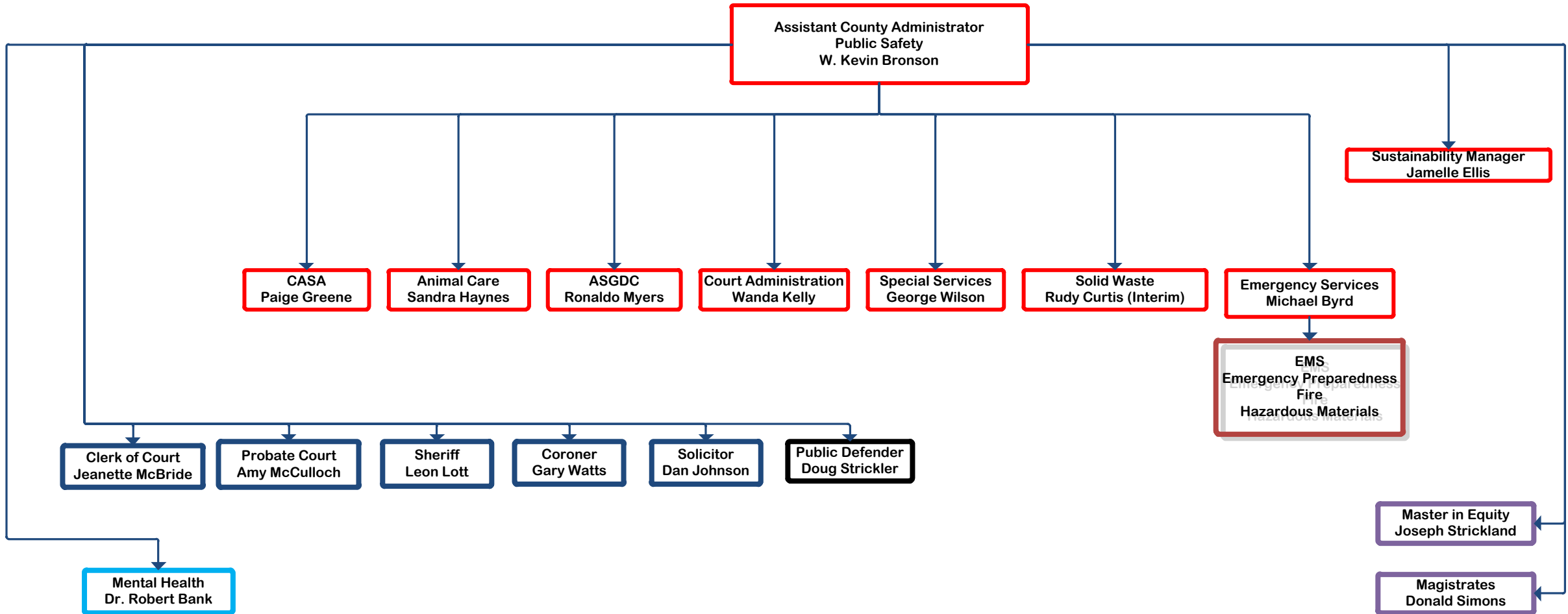
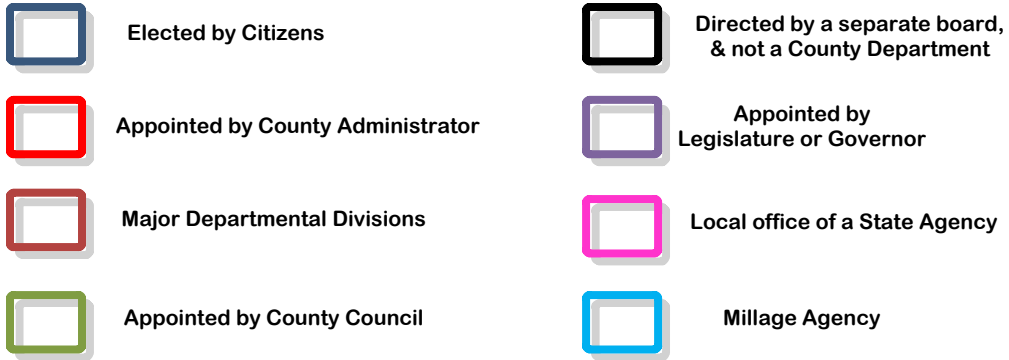










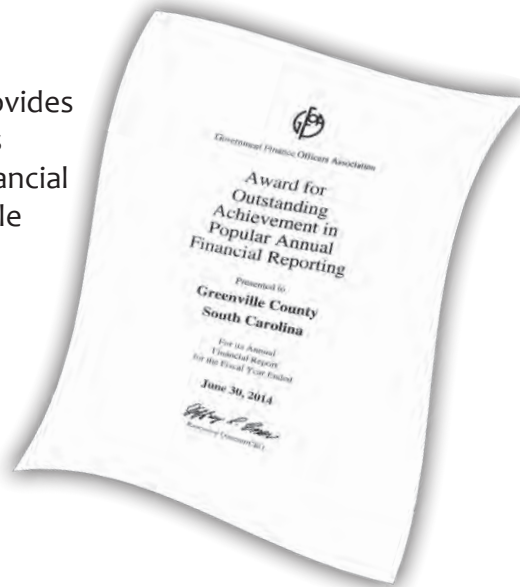


# Greenville County Government

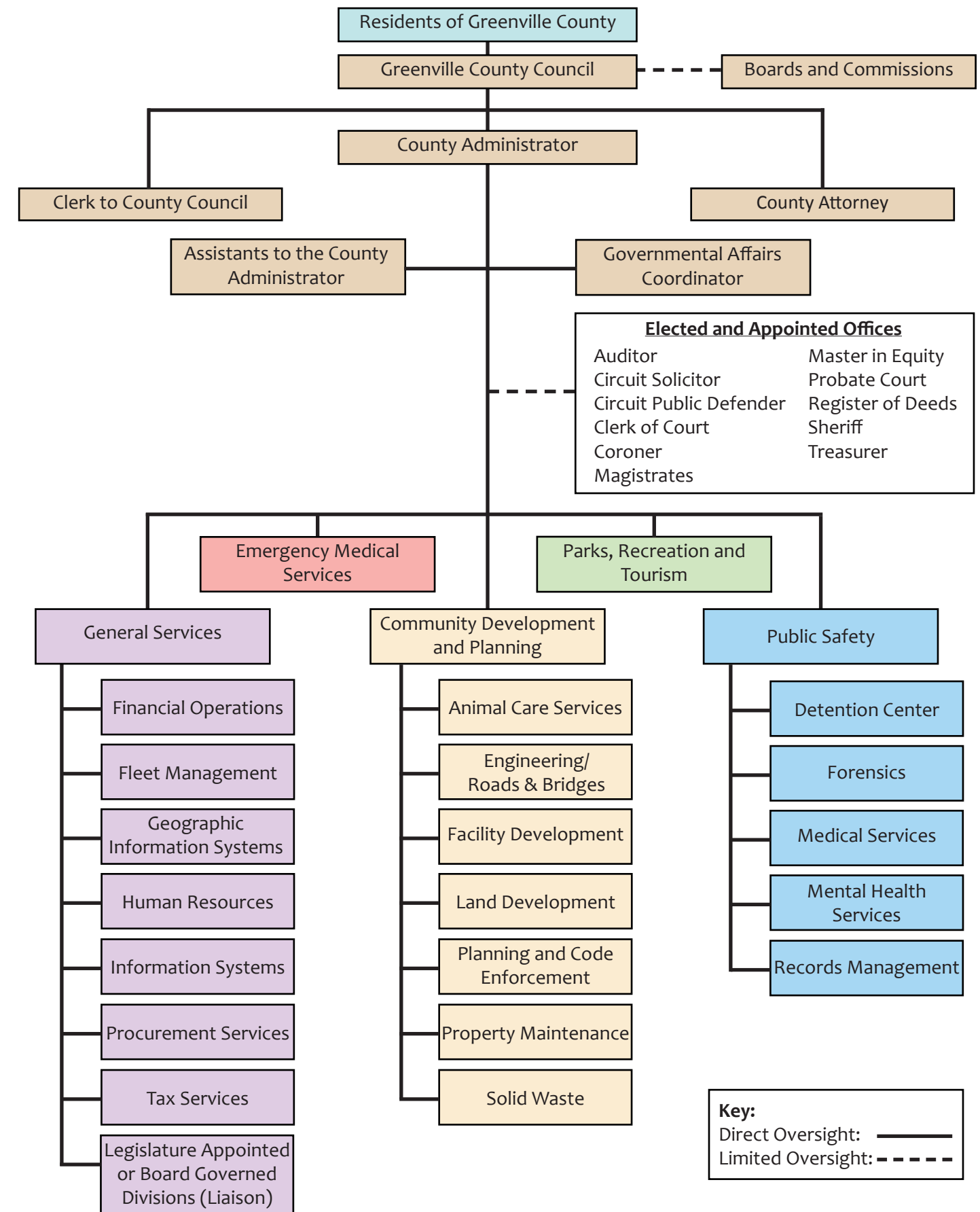
Greenville County provides a full range of government services, including law enforcement, judicial system, health services, social services, emergency medical transport, infrastructure construction and maintenance, animal control, comprehensive planning, and more.

The County is committed to open, accountable government, and provides information at the highest possible level of transparency. The County's award-winning website now features easily accessible, front page "Financial Online Accountability" and "Find Your Representative" tools that enable citizens to find the most up to date information on who their elected leaders are and what they are doing.

To further provide citizens with accessible and convenient means of communication, Greenville County provides up-to-date information and opportunity for an open community forum through various social media platforms. Messages shared through County social media platforms are able to reach more than 50,000 community members each day.



## County of Greenville Organizational Chart



@Greenville County, SC
 @GvlCounty
 @GreenvilleCountySC

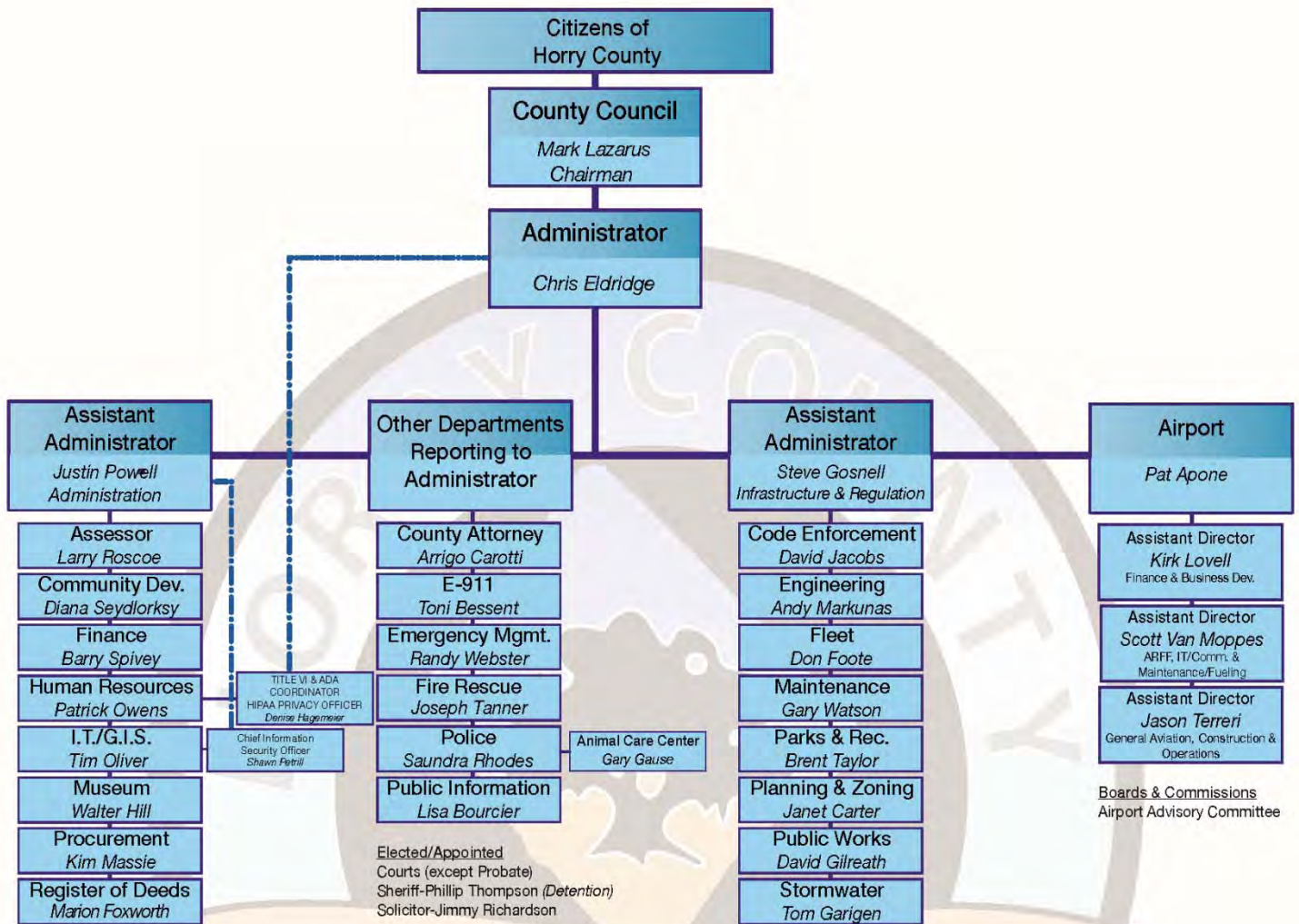
[www.GreenvilleCounty.org](http://www.GreenvilleCounty.org)

<b>Animal Control</b> (864) 467-7595	<b>Engineering</b> (864) 467-7016	<b>Permits</b> (864) 467-7060	<b>Redevelopment Authority</b> (864) 242-9801
<b>Business Registration</b> (864) 467-7300	<b>Homestead Exemption</b> (864) 467-7300	<b>Planning &amp; Code Enforcement</b> (864) 467-7090	<b>Register of Deeds</b> (864) 467-7240
<b>Clerk of Court</b> (864) 467-8551	<b>Hospitality Tax Payments</b> (864) 467-7567	<b>Probate Court</b> (864) 467-7170	<b>Sheriff</b> (864) 467-5100
<b>Detention Center</b> (864) 467-2330	<b>Human Relations</b> (864) 467-7095	<b>Procurement</b> (864) 467-7200	<b>Recycling</b> (864) 243-9672
<b>Economic Development</b> (864) 235-2008	<b>Legal Residence Est.</b> (864) 467-7300	<b>Property Tax Payments</b> (864) 467-7050	<b>Veteran's Affairs</b> (864) 467-7230
<b>EMS</b> (864) 467-7005	<b>Mobile Home Permits</b> (864) 467-7300	<b>Real Property Values</b> (864) 467-7300	<b>Voter Registration</b> (864) 467-7250

### Greenville County Council

The 12-member, single district, Greenville County Council is the legislative and policy making body for the government. They appoint the county administrator, who is responsible for executing day-to-day operations.

(864) 467-7115



**Elected/Appointed**  
 Auditor-Lois Eargle  
 Clerk of Court-Melanie Huggins Ward  
 Coroner-Robert Edge  
 Delegation-Connie Turner  
 Library-Clif Boyer  
 Magistrates-Margie Livingston (Chief Mag.)  
 Master-in-Equity-Cynthia Graham Howe  
 Probate-Kathy Ward  
 Public Defender-Orrie West  
 Registration & Election-Sandy Martin  
 Treasurer-Roddy Dickinson (Hosp. & Bus. Lic)  
 Veteran's Affairs-Ronald Elvis Jr.

**Boards & Commissions**  
 Airport Advisory Committee  
 Assessment Appeals  
 Accommodations Tax Advisory  
 Fee Appeals  
 Memorial Library  
 Museum  
 Registration & Elections

**Supplemental Funded Agencies**  
 Council on Aging  
 Higher Education  
 Horry-Georgetown Technical College  
 MB Reg. Economic Dev. Corp.

**Supplemental Funded Agencies**  
 SC Dept. of Health & Environmental Control  
 SC. Dept. of Social Services

**Component Unit**  
 Shoreline Behavioral

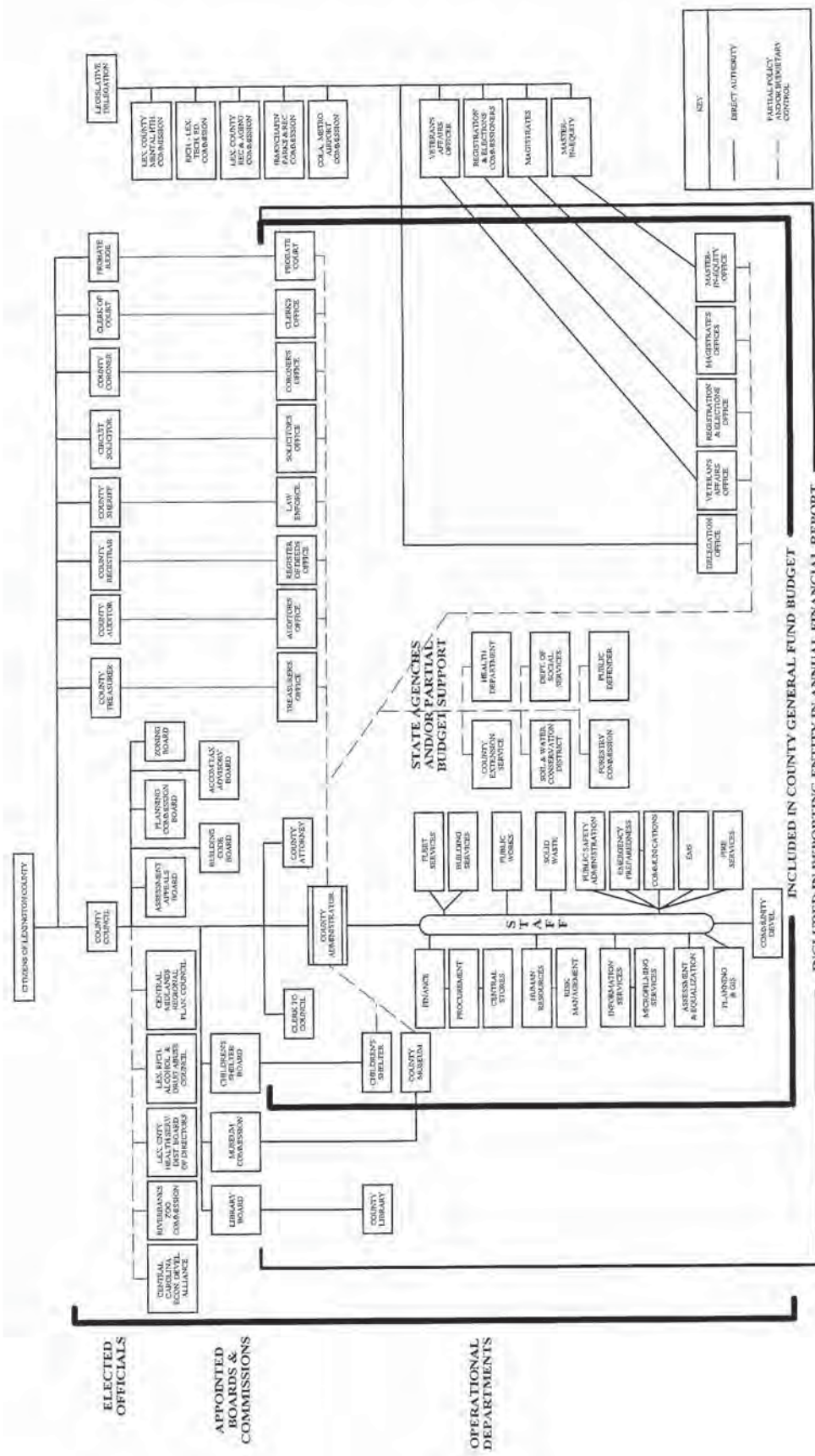
**Supplemental Funded Agencies**  
 SC Dept. of Probation & Parole

**Boards & Commissions**  
 Arcadian Shores Special Tax  
 Board of Architectural Review  
 Board of Adj. & Zoning  
 Appeals  
 Construction Adj. Appeals  
 Hidden Woods Special Tax  
 Mt. Gilead Special Tax  
 Open Space  
 Planning Commission  
 Socastee Recreation Dist.  
 Stormwater Advisory  
 Vereen Memorial Gardens

**Supplemental Funded Agen.**  
 Clemson Extension  
 Coast RTA  
 Waccamaw Regional Planning

**Component Unit**  
 Solid Waste Authority

Updated 12.07.15

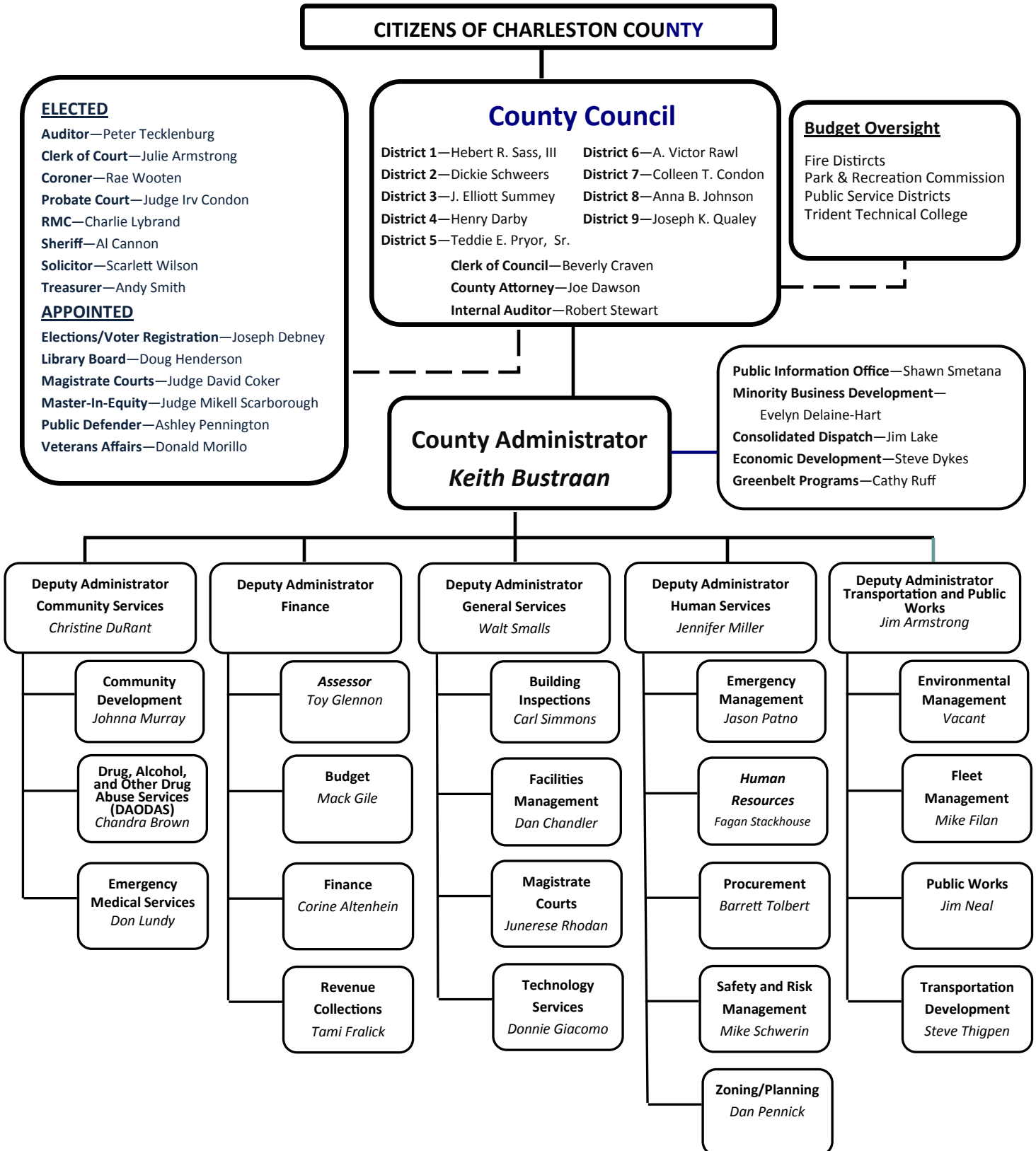


INCLUDED IN COUNTY GENERAL FUND BUDGET

INCLUDED IN REPORTING ENTITY IN ANNUAL FINANCIAL REPORT

# Charleston County, South Carolina

## Organizational Chart—County Departments

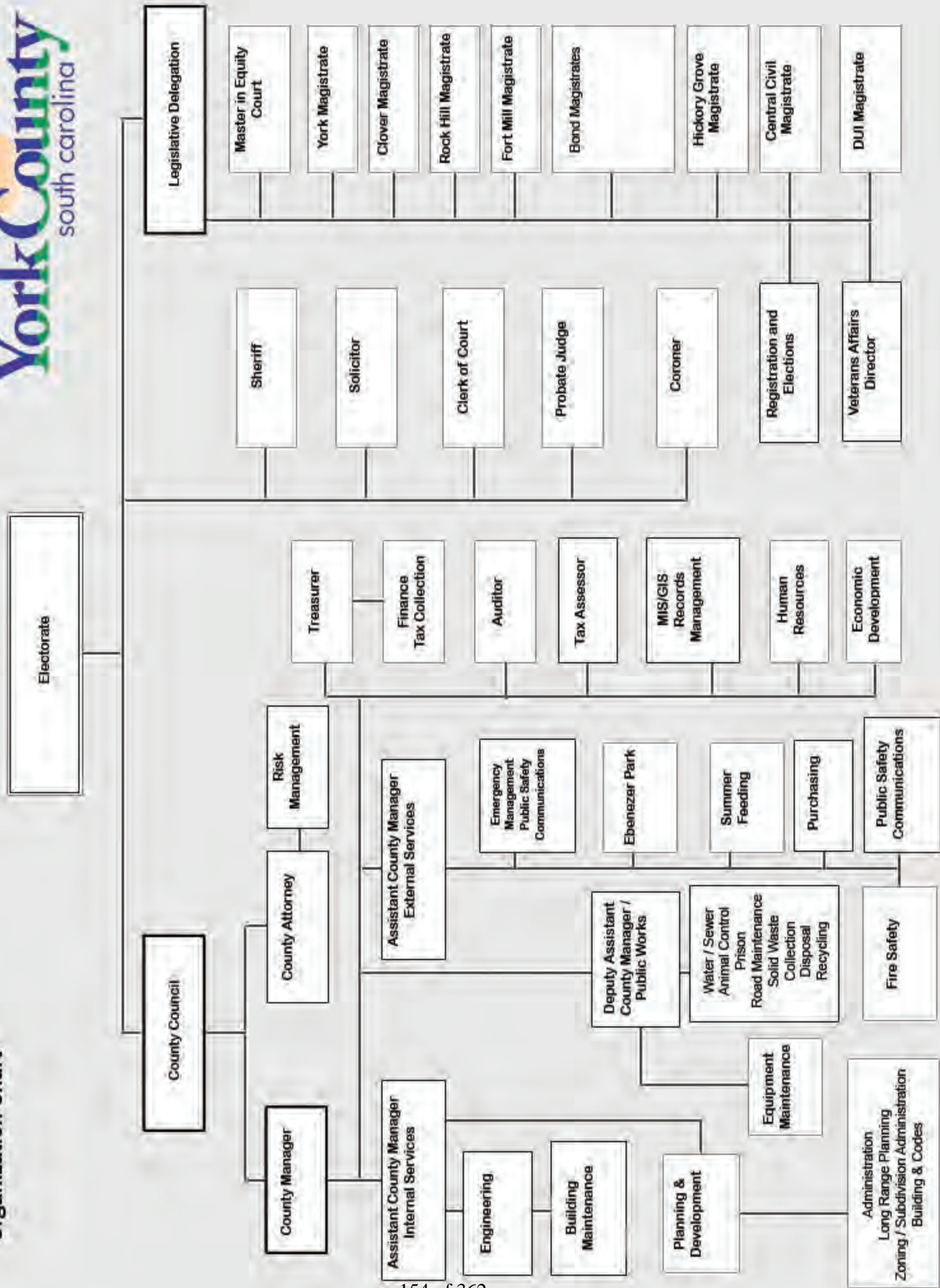




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# York County Organization Chart



## Richland County Council Request of Action

**Subject:**

An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate Sixty-Two Thousand Seven Hundred Fifty One Dollars (\$62,751) to increase funding to the Board of Voter Registration & Elections Department Plans to conduct scheduled elections, operating equipment and inc. staffing [PAGES ]

FIRST READING: March 22, 2016

SECOND READING: April 19, 2016

THIRD READING: May 3, 2016 {Tentative}

PUBLIC HEARING: May 3, 2016

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. GF\_2

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE SIXTY TWO THOUSAND SEVEN HUNDRED FIFTY ONE DOLLARS (\$62,751) TO INCREASE FUNDING TO THE BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT PLANS TO CONDUCT SCHEDULED ELECTIONS, OPERATING EQUIPMENT AND INC. STAFFING.

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

SECTION I. Approval to redirect reimbursement amounts to the Board of Voter Registration Elections Department for scheduled elections, equipment repairs, equipment replacements and additional staffing. Therefore, the Fiscal Year 2015-2016 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2015 as amended:	\$ 1,248.584
Appropriation of General Fund Balance:	\$ <u>62,751</u>
Total General Fund Revenue as Amended:	\$ 1,311,335

EXPENDITURES

Expenditures appropriated July 1, 2015 as amended:	\$ 1,248.584
Increase to Board of Voter Registration Department Budget:	\$ <u>62,751</u>
Total General Fund Expenditures as Amended:	\$ 1,311.335

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2015

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

# *Elections & Voter Registration*

**COMMISSIONERS**  
*Marjorie Johnson, Chair*  
*Adell Adams, Vice-Chair*  
*Jane Dreher Emerson*  
*Sylvia Holley*  
*E. Peter Kennedy*



**DIRECTOR**  
*Samuel J. Selph*

## *Richland County, South Carolina*

April 21, 2016

Dear Council Members:

This is an attempt to give an explanation for some concerns raised in County Council meeting on Tuesday evening regarding the District Ten election:

### Cost Estimate Increase

- The election commission's original budget for this election, including primary and runoff totaled \$62,750.90.
- Cost estimates for candidate filing were included in the revised budget which resulted in an increase of \$2,199.08.
- As you may recall, during the first reading of this matter, some members of Council insisted that the work of the employees of the election office be included in the election cost we run for other entities. We were to include that amount henceforth.
- The addition of the cost of county staff to this amount was \$18,500.00 per election (a figure calculated by the county's finance department that included FICA and retirement ).
- The above mentioned revisions increased the election totals to \$86,362.44.

### Types of Managers

- Clerk – The county election commission appoints one manager in each precinct to be clerk. The clerk is the lead poll manager (7-13-72).
- Poll Manager – All managers assigned to the polling place, including clerks and assistants, are poll managers and are responsible for the operation of the polling place.
- Poll Manager's Assistant – One 16 or 17 year-old assistant may be appointed for every two poll managers. Assistants must complete poll manager training. Assistants may not serve as clerks but have the same responsibilities as a poll manager (7-13-110).

Number of Managers  
Special or Municipal Elections

For special or municipal elections, the authority charged by law with conducting the election appoints three managers for the first 500 electors registered to vote in each precincts in the county, municipality, or other election district and one additional manager for each 500 registered voter over the first 500 (7-13-72).

I am also attaching for your information a spreadsheet with the number of poll managers that will be assigned to each of the fifteen precincts as per the above cited state law.

A handwritten signature in black ink, appearing to read "Samuel J. Selph". The signature is written in a cursive, flowing style.

Samuel J. Selph, Director

Attachments

**Revised Preliminary Cost Estimate for Conducting the Special Election for County Council District 10 Primary May 31, 2016/ General July 19, 2016 (Clean Version)**

Number of Precincts: **15**  
 Absentee: **1**  
 Total: **16**  
 Registered Voters: **17,741**

<b>Cost Components</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Primary</b>	<b>Run Off</b>	<b>General</b>	<b>Total</b>
<b>Administrative:</b>						
Copies for Poll Managers, Polling Technicians	521300	Copy Machine	\$350.00	\$0.00	\$350.00	\$700.00
Office Supplies	521000	Ballots, Ballot Stock, Office Supplies	\$3,368.90		\$3,368.90	\$6,737.80
Advertisement of Candidate Filing			\$1,099.54		\$1,099.54	\$2,199.08
Postage (PW letters 200 @ .47)(Reply Cards 135 @.27)			\$94.00	\$0.00	\$94.00	\$188.00
<b>Ballots:</b>						
Absentee Application Postage (1,774 @ .49 ) Central Service			\$870.00	\$870.00	\$870.00	\$2,610.00
Absentee Ballot Postage (1,774 @ 1.30 ) Central Service			\$2,306.00	\$2,306.00	\$2,306.00	\$6,918.00
Emergency/ Provisional ballots 920 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$322.00	\$0.00	\$322.00	\$644.00
Failsafe ballots 560 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$196.00	\$0.00	\$196.00	\$392.00
<b>Personnel Costs:</b>						
County Voter Registration & Election Staff	511100		\$18,500.00	\$18,500.00	\$18,500.00	\$55,500.00
Special Service						\$0.00
*** Office Staff (Pre Election) for Absentee/Elections/Precinct	511800	Temp Employment Agency				\$0.00
** Poll Clerks 15 @ \$180 per election	511800	Temp Employment Agency	\$2,700.00	\$2,700.00	\$2,700.00	\$8,100.00
** Assistant Clerk 8 @150	511800	Temp Employment Agency	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
** Poll Managers 82 @ \$120 per election	511800	Temp Employment Agency	\$9,840.00	\$9,840.00	\$9,840.00	\$29,520.00
** Election Day Staff (Call Center, Unloaders, ABS Counters)			\$4,000.00	\$4,000.00	\$4,000.00	\$12,000.00
** Polling Location Technicians 3 @ \$350 at polling locations	511800	Temp Employment Agency	\$1,050.00	\$1,050.00	\$1,050.00	\$3,150.00
<b>Total:</b>						
			<b>\$45,896.44</b>	<b>\$40,466.00</b>	<b>\$45,896.44</b>	<b>\$132,258.88</b>

**\*\*Election Day Workers 11.3.15**

Poll Clerks	15	<b>Office Staff:</b>	<b>Supplies:</b>
Asst. Clerk	8	<b>Precinct: 1 @ 5 days = \$450</b>	<b>Precinct \$200.00</b>
Poll Managers	82	<b>Absentee: 1 @ 5 days \$450</b>	<b>Absentee \$150.00</b>
Office Staff (Equipment loaders/Unloaders, Call Center, ABS Counter)	20	<b>Elections:</b>	<b>Elections</b>
Polling Location Technicians	3	<b>VR:</b>	<b>VR</b>
<b>Election Day Total Workers:</b>	<b>128</b>		



**Original Preliminary Cost Estimate for Conducting the Special Election for County Council District 10 Primary May 31, 2016/ General July 19, 2016 (Redlined Version)**

Number of Precincts: 15  
 Absentee: 1  
 Total: 16  
 Registered Voters: 17,741

Cost Components	Account Number	Account Name	Primary	Run Off	General	Total
<b>Administrative:</b>						
Copies for Poll Managers, Polling Technicians, Candidate filing	521300	Copy Machine	\$350.00	\$0.00	\$350.00	\$700.00
		Ballots, Ballot Stock, Office				
Office Supplies	521000	Supplies	\$3,368.90		\$3,368.90	\$6,737.80
<u>Advertisement of Candidate Filing</u>			<u>\$1,099.54</u>		<u>\$1,099.54</u>	<u>\$2,199.08</u>
Postage (PW letters 200 @ .47)(Reply Cards 135 @.27)			\$94.00	\$0.00	\$94.00	\$188.00
<b>Ballots:</b>						
Absentee Application Postage (1,774 @ .49 )			\$870.00	\$870.00	\$870.00	\$2,610.00
<u>Central Service</u>						
Absentee Ballot Postage (1,774 @ 1.30 ) <u>Central Service</u>			\$2,306.00	\$2,306.00	\$2,306.00	\$6,918.00
Emergency/ Provisional ballots 920 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office				
		Supplies	\$322.00	\$0.00	\$322.00	\$644.00
		Ballots, Ballot Stock, Office				
Failsafe ballots 560 @ .35 (includes 8% tax)	521000	Supplies	\$196.00	\$0.00	\$196.00	\$392.00
<b>Personnel Costs:</b>						
<u>Overtime for County Staff</u>	<u>511200</u>	<u>Overtime</u>	<u>\$5,909.00</u>	<u>\$5,909.00</u>	<u>\$5,909.00</u>	<u>\$18,189.80</u>
<u>Part-time Staff</u>	<u>511300</u>	<u>RC Part Time Wages</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>FICA @ 7.65%</u>	<u>512200</u>	<u>FICA Employer's Share</u>	<u>\$715.00</u>	<u>\$715.00</u>	<u>\$715.00</u>	<u>\$2,145.00</u>
<u>Retirement @10.6%</u>	<u>513100</u>	<u>SC Regular Retirement</u>	<u>\$620.00</u>	<u>\$620.00</u>	<u>\$620.00</u>	<u>\$1,860.00</u>
<u>County Voter Registration &amp; Election Staff</u>	<u>511100</u>		<u>\$18,500.00</u>	<u>\$18,500.00</u>	<u>\$18,500.00</u>	<u>\$55,500.00</u>
*** Office Staff (Pre Election) for						
Absentee/Elections/Precinct	511800	Temp Employment Agency				\$0.00
** Poll Clerks 15 @ \$180 per election	511800	Temp Employment Agency	\$2,700.00	\$2,700.00	\$2,700.00	\$8,100.00
** Assistant Clerk 8 @150	511800	Temp Employment Agency	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
** Poll Managers 82 @ \$120 per election	511800	Temp Employment Agency	\$9,840.00	\$9,840.00	\$9,840.00	\$29,520.00
** Election Day Staff (Call Center, Unloaders, ABS Counters)			\$4,000.00	\$4,000.00	\$4,000.00	\$12,000.00
** Polling Location Technicians 3 @ \$350 at polling locations	511800	Temp Employment Agency	\$1,050.00	\$1,050.00	\$1,050.00	\$3,150.00
						\$0.00
<b>Total:</b>			<u>\$45,896.44</u>	<u>\$33,540.00</u>	<u>\$40,466.00</u>	<u>\$29,210.00</u>
			<u>90</u>	<u>00</u>	<u>\$45,896.44</u>	<u>\$33,540.90</u>
						<u>\$132,258.88</u>
						<u>6,754.60</u>

**\*\*Election Day Workers 11.3.15**

Poll Clerks	15
Asst. Clerk	8
Poll Managers	82
Office Staff (Equipment loaders/Unloaders, Call Center, ABS Counter)	20
Polling Location Technicians	3
<b>Election Day Total Workers:</b>	<b>128</b>

**Office Staff:**  
**Precinct: 1 @ 5 days = \$450**  
**Absentee: 1 @ 5 days \$450**

**Elections:**  
**VR:**

**Supplies:**  
**Precinct \$200.00**  
**Absentee \$150.00**

**Elections**  
**VR**

**Council District 10 Special Election**  
**Primary May 31, 2016**  
**Run Off if needed June 14, 2016**  
**Special Election July 19, 2016**

Precinct Code	Precinct Name	Polling Location	Address	Total	Primary 5/31/16 Workers	Primary 5/31/16 Machines	Runoff 6/14/16 Workers	RunOff 6/14/16 Machines
111	Ward 11	Ben Arnold Recreation Ctr	1100 S. Holly St.	624	5	3	5	3
126	Ward 26	Hampton Park	1117 Brandon Ave.	3	4	2	4	2
405	Bluff	Bluff Road Park	5008 Bluff Rd.	2,139	7	9	7	9
423	Eastover	Eastover Park	1031 Main St. (Eastover)	1,285	5	6	5	6
434	Gadsden	Gadsden Elementary	1660 S. Goodwin Circle (Gadsden)	1,464	5	6	5	6
435	Garners	Crossroads Community Ctr	2750 McCords Ferry Rd.	423	4	3	4	3
441	Hopkins 1	Hopkins Elementary	6120 Cabin Creek Rd	1,401	5	6	5	6
442	Hopkins 2	Hopkins Park	150 Hopkins Park Rd. (Hopkins)	1,657	6	7	6	7
456	Mallet Hill	Polo Road Elementary	730 Polo Rd.	1,207	5	5	5	5
470	Olympia	Olympia Learning Ctr	621 Bluff Road	2,387	7	10	7	10
482	Polo Road	Polo Road Park	1250 Polo Road	1,288	5	6	5	6
483	Pontiac 1	Pontiac Elementary	500 Spears Creek Rd.	820	5	4	5	4
511	Webber	Webber School	140 Webber School Rd Eastover	665	5	3	5	3
514	Wildewood	Polo Road Park	1250 Polo Road	317	4	2	4	2
515	Woodfield	Richland Northeast High	7500 Brookfield Rd.	2,061	7	9	7	9
				<b>17,741</b>	<b>79</b>	<b>81</b>	<b>79</b>	<b>81</b>

**Total**

<b>Absentee</b>						3		3
<b>PLT</b>						3		3
<b>Contingency</b>						30		30

**\*\* Ward 5 - No Voters**

4.21.16 - updated Wildewood moved to Polo Park

## Richland County Council Request of Action

**Subject:**

An Ordinance Authorizing the issuance and sale of not to exceed \$29,000,000 General Obligation Bonds, Series 2016A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [PAGES ]

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$29,000,000 GENERAL OBLIGATION BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) The assessed value of all the taxable property in the County as of June 30, 2015, for purposes of computation of the County's constitutional debt limit, is \$1,498,404,260. Eight percent of such sum is \$119,872,340. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$52,940,000. Thus, the County may incur not exceeding \$66,932,340 of additional general obligation debt within its applicable debt limitation.

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

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$29,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State, the proceeds of which will be used to provide funds for: (i) defraying the costs of annual capital projects, including but not limited to the purchase of equipment and sheriff's vehicles and other capital projects including constructing and equipping a public safety building (the "Projects"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine; and to adopt written procedures related to continuing disclosure.

SECTION 2. Authorization and Details of Series 2016A Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$29,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$29,000,000 (or such other amount as may be issued) General Obligation Series 2016A Bonds, Series 2016A, of Richland County, South Carolina" (the "Series 2016A Series 2016A Bonds") for the purpose stated in Section 1(g) of this Ordinance.

The Series 2016A Bonds shall be issued as fully registered Series 2016A 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 Series 2016A Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the County Administrator (the "Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Both the principal of and interest on the Series 2016A Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority Relating to the Series 2016A Bonds. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the maturity dates of the Series 2016A Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Series 2016A Bonds; (c) to determine redemption provisions, if any, for the Series 2016A Bonds; (d) the date and time of sale of the Series 2016A Bonds; (e) to receive bids on behalf of the County Council; (f) to award the sale of the Series 2016A Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2016A 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; (h) to appoint a Registrar/Paying Agent for the Bond; and (i) determine whether the Series 2016A Bonds shall be sold together with the Not to Exceed \$15,500,000 Broad River Sewer System General Obligation Refunding Bonds, Series 2016B, or such other appropriate series designation, being authorized by separate ordinance of the County.

SECTION 4. Registration, Transfer and Exchange of Series 2016A 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 Series 2016A 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 Series 2016A Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2016A 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 Series 2016A Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Series 2016A Bond or Series 2016A Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Series 2016A Bond. Any Series 2016A Bond surrendered in exchange for a new registered Series 2016A 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 Series 2016A Bond shall be registered upon the registry books as the absolute owner of such Series 2016A Bond, whether such Series 2016A Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A Bonds during the fifteen (15) days preceding an interest payment date on such Series 2016A 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 Series 2016A Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Series 2016A Bond or in the case of any proposed redemption of Series 2016A 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 Series 2016A Bonds. In case any Series 2016A 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 Series 2016A 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 Series 2016A Bond, or in lieu of or in substitution for such lost, stolen or destroyed Series 2016A Bond. In any such event the applicant for the issuance of a substitute Series 2016A 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 Series 2016A 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 Series 2016A Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2016A Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2016A Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2016A Bond in lieu of which such duplicate Series 2016A Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2016A Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2016A Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2016A Bonds. The Series 2016A 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 Series 2016A Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Series 2016A Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2016A Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2016A Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2016A Bonds. The Series 2016A Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Series 2016A Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the Series 2016A Bonds. The Series 2016A Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the County Auditor and the County Treasurer written notice of the delivery of and payment for the Series 2016A Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Series 2016A 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 Series 2016A Bonds, and such Series 2016A Bond or Series 2016A Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Series 2016A Bond or Series 2016A 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 Series 2016A 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 Series 2016A Bonds shall no longer be deemed to be



outstanding hereunder, such Series 2016A Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Series 2016A Bond or Series 2016A Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2016A 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 Series 2016A Bonds initially issued (the “Initial Series 2016A 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 Series 2016A 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 Series 2016A Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2016A Bonds shall be issued in fully-registered form, one Series 2016A Bond for each of the maturities of the Series 2016A Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2016A 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 Series 2016A Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2016A 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 Series 2016A 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 Series 2016A Bonds together with an assignment duly executed by DTC, the County shall

execute and deliver to the successor securities depository Series 2016A 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 Series 2016A 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 Series 2016A Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Series 2016A Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2016A 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 Series 2016A Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Series 2016A Bonds, Form of Notice of Sale. The Series 2016A Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2016A 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 Series 2016A Bonds so that it may be provided to the purchaser of the Series 2016A 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 Series 2016A Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2016A Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the

County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

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

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Series 2016A Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2016A Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Series 2016A Bonds for expenditures with respect to the Project (the “Expenditures”). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Series 2016A Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County’s general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Series 2016A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2016A Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the “IRC”) and regulations promulgated thereunder in effect on the date of original issuance of the Series 2016A Bonds. The County further covenants and agrees with the holders of the Series 2016A Bonds that no use of the proceeds of the Series 2016A Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2016A Bonds would have caused the Series 2016A Bonds to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Series 2016A Bonds are outstanding;

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

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

SECTION 22. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Series 2016A Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of

Ernest W. Cromartie III, LLC, as co-bond counsel and Compass Municipal Advisors, LLC, as financial advisor in connection with the issuance of the Series 2016A Bonds. Co-disclosure counsel for the Series 2016A Bonds will be designated by the County Attorney. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2016A Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Torrey Rush, Chair  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 2016:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

FORM OF BOND

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 COUNTY OF RICHLAND  
 GENERAL OBLIGATION BONDS, SERIES 2016A

No. R-

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

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

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

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

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

This Bond is one of a series of Series 2016A Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with the

Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 2016.

[Redemption Provisions]

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the Series 2016A Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

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

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

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

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

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

under Uniform Gifts to Minors

\_\_\_\_\_  
(State)

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

[FORM OF ASSIGNMENT]

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

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

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

Dated:

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

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



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

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

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

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

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

## FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on \_\_\_\_\_, 2016, enacted Ordinance No. \_\_\_\_\_ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$\_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$29,000,000 General Obligation Series 2016A Bonds, Series 2016A (the "Series 2016A Bonds") of the County.

The proceeds of the Series 2016A Bonds will be used to provide funds for: (i) defraying the costs of annual capital projects, including but not limited to the purchase of equipment and sheriff's vehicles and other capital projects including constructing and equipping a public safety building (the "Projects") (ii) paying costs of issuance of the Series 2016A Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

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

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

FORM OF NOTICE OF SALE

\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2016A  
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids and electronic bids will be received on behalf of Richland County, South Carolina (the “County”) in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2016, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ General Obligation Series 2016A Bonds, Series 2016A, of the County (the “Series 2016A Bonds”).

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked “Proposal for \$ \_\_\_\_\_ General Obligation Bonds, Series 2016A, Richland County, South Carolina” and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

Book-Entry-Only Series 2016A Bonds: The Series 2016A Bonds will be issued in fully-registered form. One Series 2016A 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 Series 2016A Bonds and each such Series 2016A Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2016A 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 Series 2016A Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2016A Bonds purchased. The winning bidder, as a condition to delivery of the Series 2016A Bonds, will be required to deposit the Series 2016A Bond certificates representing each maturity with DTC.

The Series 2016A Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2016; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2016A 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 Series 2016A Bonds will bear interest from the date thereof payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: [To be provided]

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2016A 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 Series 2016A Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2016A 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 Series 2016A Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2016A Bonds to the date of full payment of the purchase price.

Award of Bid. The Series 2016A Bonds will be awarded to the bidder or bidders offering to purchase the Series 2016A 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 Series 2016A 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 Series 2016A Bonds, results in an amount equal to the price bid for the Series 2016A Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2016A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2016A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$\_\_\_\_\_ General Obligation Series 2016A Bonds, Series 2016A, 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 Series 2016A Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2016A Bonds, stating the initial reoffering price of the Series 2016A Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2016A 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 Series 2016A Bonds will be delivered on or about \_\_\_\_\_, 2016, 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 Series 2016A Bonds will be furnished to any person interested in bidding for the Series 2016A 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 Series 2016A Bonds. Persons seeking additional information should communicate with the County's Co-Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, 17<sup>th</sup> Floor, 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, Director, Compass Municipal Advisors, LLC, 1310 Pulaski Street, Columbia, South Carolina 29201; telephone (803) 765-1004; e-mail: [mike.gallagher@compassmuni.com](mailto:mike.gallagher@compassmuni.com).

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of \_\_\_\_\_, 2016, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2016A Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2016A Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

“Series 2016A Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2016A Bonds and the 9-digit CUSIP numbers for all Series 2016A Bonds to which the document applies.

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

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

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

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

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016A Bonds (including persons holding Series 2016A Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2016A Bonds for federal income tax purposes.

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

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

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

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2016A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2016 Series 2016A Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2016A Bonds were issued.

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

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

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

## SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2016. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

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

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

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



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

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

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

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

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

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

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

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

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

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

### SECTION 3. Content of Annual Reports.

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

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

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

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

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

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

#### SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2016A Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2016A Bonds, or other material events affecting the tax status of the Series 2016A Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2016A Bonds, if material;
- (xi) Rating changes;

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

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

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

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

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

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

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2016A Bonds and the 9-digit CUSIP numbers for the Series 2016A Bonds as to which the provided information relates.

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

SECTION 7. Voluntary Filing.

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

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

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

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

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2016A Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2016A Bonds, when the Issuer is no longer an obligated person with respect to the Series 2016A Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2016A Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2016A Bonds or under any other document relating to the Series 2016A Bonds, and all rights and remedies shall be limited to those expressly stated herein.

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

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2016A Bonds or any other party. The Disclosure Dissemination Agent shall

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

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2016A Bonds.

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

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

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2016A Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

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

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2016A Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2016A Bonds, and shall create no rights in any other person or entity.

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

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



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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: \_\_\_\_\_  
Name: W. Anthony McDonald  
Title: County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: \_\_\_\_\_

Obligated Person: \_\_\_\_\_

Name(s) of Bond Issue(s): \_\_\_\_\_

Date(s) of Issuance: \_\_\_\_\_

Date(s) of Disclosure Agreement: \_\_\_\_\_

CUSIP Number: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2016A Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

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

\_\_\_\_\_

cc:

EXHIBIT C-1  
EVENT NOTICE COVER SHEET

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

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

---

Issuer's Six-Digit CUSIP Number:

---

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

---

Number of pages attached: \_\_\_\_\_

\_\_\_\_ Description of Notice Events (Check One):

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

\_\_\_\_ Failure to provide annual financial information as required.

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

Signature:

---

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

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

Date:

EXHIBIT C-2  
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

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

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Event Disclosure (Check One):

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

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

Signature:

\_\_\_\_\_

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

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

Date:

EXHIBIT C-3  
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Financial Disclosure (Check One):

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

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

Signature:

\_\_\_\_\_

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

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

Date:

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, \_\_\_\_\_, 2016, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Series 2016A Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$29,000,000 (the "Series 2016A Bonds"), the proceeds of which will be used to provide funds for: (i) defraying the costs of annual capital projects, including but not limited to the purchase of equipment and sheriff's vehicles and other capital projects including constructing and equipping a public safety building (the "Projects"); (ii) paying costs of issuance of the Series 2016A Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Series 2016A 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 Series 2016A 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 Series 2016A Bonds.

COUNTY COUNCIL OF RICHLAND COUNTY,  
SOUTH CAROLINA

## Richland County Council Request of Action

**Subject:**

An Ordinance Authorizing the issuance and sale of not to exceed \$15,500,000 Broad River Sewer System General Obligation Refunding Bonds, Series 2016B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [PAGES ]

FIRST READING:            May 3, 2016 {Tentative}  
SECOND READING:        May 17, 2016 {Tentative}  
THIRD READING:         June 7, 2016 {Tentative}  
PUBLIC HEARING:         June 7, 2016 {Tentative}



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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$15,500,000 BROAD RIVER SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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 a portion of Lake Murray now known as the Broad River Regional Sewer System (the “System”) 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) By virtue of the Chapter 15, Title 4 of the Code of laws of South Carolina 1976, as amended (the “County Series 2016B Bond Act”) and continued by Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended (the County Series 2016B Bond Act, as so amended and continued, being hereinafter called the “Enabling Act”), County Council is authorized to issue general obligation bonds of the County for the purpose of defraying the cost of any purpose for which the County may, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County.

(d) Pursuant to the authorizations of Article X of the South Carolina Constitution and the Enabling Act, the County has heretofore issued its \$16,970,000 Broad River Sewer System General Obligation Bonds, Series 2007B to obtain funds for the purposes of defraying the costs of (i) construction of a 6,000,000 gallon per day wastewater treatment facility to be located near the Broad River in the Northwest portion of the County (the “Project”); and (ii) legal fees and costs of issuance of the bonds.

(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.

(g) Pursuant to the provisions of the Enabling Act, Article X, Section 12 of the South Carolina Constitution, and Section 11-23-10, Code of Laws of South Carolina 1976 as amended, the County has provided for the imposition and collection of service charges and user fees to be paid by customers of the System in an amount sufficient to pay, when due, debt service on bonds to be authorized hereunder.

(h) Pursuant to constitutional and statutory authorizations and Ordinance No. 012-07HR duly enacted by the County Council on March 13, 2007 (the “2007 Ordinance”), the County has heretofore issued its \$16,970,000 Broad River Sewer System General Obligation Bonds, Series 2007B dated June 12, 2007 (the “Series 2007B”).

(i) The Series 2007B Bonds are currently outstanding in the amount of \$15,135,000. The Series 2007B Bonds maturing on or after March 1, 2018, are subject to redemption at the option of the County on or after March 1, 2017, 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 2007B Bonds (the “Bonds to be Refunded”) because a savings can be effected through the refunding of such Series 2007B 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 Series 2016B Bonds to be Refunded and that certain authority relating to such refunding is delegated to the County Administrator or his lawfully-authorized designee (the “Administrator”) 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 or his lawfully-authorized designee, will be empowered to reject bids for the purchase of the refunding bonds.

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

(m) 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 Series 2016B 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 Series 2016B 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] Broad River Sewer System

General Obligation Refunding Bonds, [Series Designation], of Richland County, South Carolina” (the “Series 2016B Bonds”) for the purpose stated in Section 1(m) of this Ordinance.

The refunding of the Series 2016B Bonds to be Refunded shall be effected with a portion of the proceeds of the Series 2016B Bonds which proceeds shall be used for the payment of the principal of such Series 2016B Bonds to be Refunded as and when such Series 2016B Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the 2007 Ordinance and interest on such Series 2016B 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 Series 2016B 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 Series 2016B Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with a corporate trustee (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 Series 2016B Bonds to the initial purchasers thereof.

Upon the award of the Series 2016B Bonds, the County shall designate the Series 2016B Bonds to be Refunded for redemption on a date determined by the Administrator and/or his lawfully-authorized designee in accordance with the 2007 Ordinance.

The Series 2016B Bonds shall be issued as fully registered Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority Relating to the Series 2016B Bonds. The County Council hereby delegates to the Administrator the authority: (a) to determine the maturity dates of the Series 2016B Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Series 2016B Bonds; (c) to determine redemption provisions, if any, for the Series 2016B Bonds; (d) the date and time of sale of the Series 2016B Bonds; (e) to receive bids on behalf of the County Council; (f) to award the sale of the Series 2016B Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2016B 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; (h) to appoint a Registrar/Paying Agent for the Bond; and (i) determine whether the Series 2016B Bonds shall be sold together with the Not to Exceed \$29,000,000 General Obligation Bonds, Series 2016A, being authorized by separate ordinance of the County.

SECTION 4. Registration, Transfer and Exchange of Series 2016B 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 Series 2016B 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 Series 2016B Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2016B Series 2016B 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 Series 2016B Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Series 2016B Bond or Series 2016B Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Series 2016B Series 2016B Bond surrendered in exchange for a new registered Series 2016B 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 Series 2016B Series 2016B Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Series 2016B Series 2016B Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B Bonds during the fifteen (15) days preceding an interest payment date on such Series 2016B 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 Series 2016B Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Series 2016B Bond or in the case of any proposed redemption of Series 2016B 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 Series 2016B Bonds. In case any Series 2016B Series 2016B 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 Series 2016B 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 Series 2016B Series 2016B 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 Series 2016B Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2016B Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2016B Series 2016B Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2016B Bond in lieu of which such duplicate Series 2016B Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2016B Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2016B Series 2016B Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2016B Bonds. The Series 2016B 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 Series 2016B Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Series 2016B Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2016B Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2016B Series 2016B Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2016B Bonds. The Series 2016B Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Series 2016B Bonds. For the payment of the principal and interest on the Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Series 2016B Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the

Series 2016B 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 Series 2016B 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 Series 2016B Bonds at the time the tax for the year is required to be levied; provided, further, that the Series 2016B 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 Series 2016B 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 Series 2016B Bonds secured by a pledge superior to the pledge herein made to secure the Series 2016B 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 Series 2016B 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 Series 2016B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor, subject to the above.

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 Series 2016B Bonds, and such Series 2016B Bond or Series 2016B Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Series 2016B Bond or Series 2016B 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 Series 2016B 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 Series 2016B Bonds shall no longer be deemed to be outstanding hereunder, such Series 2016B Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2016B 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 Series 2016B Bonds initially issued (the “Initial Series 2016B 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 Series 2016B 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 Series 2016B Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2016B Bonds shall be issued in fully-registered form, one Series 2016B Bond for each of the maturities of the Series 2016B Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2016B 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 Series 2016B Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2016B 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 Series 2016B 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 Series 2016B Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Series 2016B 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 Series 2016B 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 Series 2016B Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Series 2016B Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2016B 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 Series 2016B Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Series 2016B Bonds, Form of Notice of Sale. The Series 2016B Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2016B 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 Series 2016B Bonds so that it may be provided to the purchaser of the Series 2016B 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 Series 2016B 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 Series 2016B Bonds necessary to refund the Series 2016B 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 Series 2016B Bonds have been issued, including payment of costs of issuance of the Series 2016B Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2016B 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 Series 2016B Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2016B Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder in effect on the date of original issuance of the Series 2016B Bonds. The County further covenants and agrees with the holders of the Series 2016B Bonds that no use of the proceeds of the Series 2016B Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2016B Bonds would have caused the Series 2016B Bonds to be “arbitrage bonds,” as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Series 2016B 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 Series 2016B 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. and the Law Offices of Ernest W. Cromartie, III, as bond counsel and Compass Municipal Advisors, LLC, as Financial Advisor, in connection with the issuance of the Series 2016B 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 Series 2016B Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Torrey Rush, Chairman  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 2016:

\_\_\_\_\_  
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

FORM OF BOND

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 COUNTY OF RICHLAND  
 BROAD RIVER SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS  
 SERIES 2016B

No. R-

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

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Series 2016B Bond at the principal office of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Series 2016B Bond matures. Interest on this Series 2016B Bond is payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until this Series 2016B Bond matures, and shall be payable by check or draft mailed to the person in whose name this Series 2016B Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Series 2016B 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 Series 2016B Series 2016B Bond shall be paid by check or draft as set forth above.

This Series 2016B Series 2016B Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment of the principal and interest on this Series 2016B Bond 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 Series 2016B 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 Series 2016B 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 Series 2016B Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Series 2016B Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Series 2016B 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 Series 2016B 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 Series 2016B Bonds at the time the tax for the year is required to be levied; provided, further, that the Series 2016B 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 Series 2016B 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 Series 2016B Bonds secured by a pledge superior to the pledge herein made to secure the Series 2016B 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 Series 2016B 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 Series 2016B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

This Series 2016B Bond is one of a series of Series 2016B Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 2016.

[Redemption Provisions]

This Series 2016B 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 Series 2016B 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 Series 2016B Bond or Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B Bondas 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 Series 2016B Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Series 2016B 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 Series 2016B Series 2016B 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 Series 2016B Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Series 2016B 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 Series 2016B 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 Series 2016B 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 \_\_\_\_\_, 2016, enacted Ordinance No. \_\_\_\_\_ entitled "" (the "Ordinance"). The Ordinance authorizes the issuance and approves the refunding of (the "Series 2016B Bonds") of the County.

The proceeds of the Series 2016B Bonds will be used to provide funds: (i) to refund certain outstanding maturities of the County's original principal amount \$16,970,000 Broad River Sewer System General Obligation Refunding Bonds, Series 2007B; (ii) to pay costs of issuance of the Series 2016B 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  
\$ \_\_\_\_\_ BROAD RIVER SEWER SYSTEM  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B  
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 \_\_\_\_\_, \_\_\_\_\_, 2016, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ Broad River Sewer System General Obligation Refunding Bonds, Series 2016B, of the County (the “Series 2016B Bonds”).

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked “Proposal for \$ \_\_\_\_\_ Broad River Sewer System General Obligation Refunding Bonds, Series 2016B, Richland County, South Carolina” and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

Book-Entry-Only Series 2016B Bonds: The Series 2016B Bonds will be issued in fully-registered form. One Series 2016B 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 Series 2016B Bonds and each such Series 2016B Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2016B 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 Series 2016B Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2016B Bonds purchased. The winning bidder, as a condition to delivery of the Series 2016B Bonds, will be required to deposit the Series 2016B Bond certificates representing each maturity with DTC.

The Series 2016B Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2016; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2016B 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:

Principal

Principal

Year                      Amount                      Year                      Amount

The Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2016B 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 Series 2016B Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2016B Bonds to the date of full payment of the purchase price.

Award of Bid. The Series 2016B Bonds will be awarded to the bidder or bidders offering to purchase the Series 2016B 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 Series 2016B 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 Series 2016B Bonds, results in an amount equal to the price bid for the Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Series 2016B Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Series 2016B 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 Series 2016B 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 Series 2016B Bonds at the time the tax for the year is required to be levied; provided, further, that the Series 2016B 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 Series 2016B 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 Series 2016B Bonds secured by a pledge superior to the pledge herein made to secure the Series 2016B 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 Series 2016B 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 Series 2016B 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 \$\_\_\_\_\_ Broad River Sewer System General Obligation Refunding Bonds, Series 2016B, 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 Series 2016B Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B 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 Series 2016B Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2016B Bonds, stating the initial reoffering price of the Series 2016B Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2016B 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 Series 2016B Bonds will be delivered on or about \_\_\_\_\_, 2016, 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 Series 2016B Bonds will be furnished to any person interested in bidding for the Series 2016B 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 Series 2016B Bonds. Persons seeking additional information should communicate with the County's Co-Series 2016B Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, 17<sup>th</sup> Floor, 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, Director, Compass Municipal Advisors, LLC, 1310 Pulaski Street, Columbia, South Carolina 29201; telephone (803) 765-1004; e-mail: [mike.gallagher@compassmuni.com](mailto:mike.gallagher@compassmuni.com).

RICHLAND COUNTY, SOUTH CAROLINA

## 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 \_\_\_\_\_, 2016, 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 not to exceed \$15,500,000 Broad River Sewer System General Obligation Refunding Bonds, Series 2016B, of the County: (i) to refund certain outstanding maturities of the County's original principal amount \$16,970,000 Broad River Sewer System General Obligation Refunding Bonds, Series 2007B; (ii) to pay costs of issuance of the Series 2016B Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Series 2016B Bonds as they respectively mature, and for the creation of such 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 Series 2016B 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 Series 2016B Bonds when due, and sufficient revenues must be available for the payment of principal of and interest on the Series 2016B Bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Series 2016B 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 Series 2016B 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 Series 2016B Bonds at the time the tax for the year is required to be levied; provided, further, that the Series 2016B 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 Series 2016B 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 Series 2016B Bonds secured by a pledge superior to the pledge herein made to secure the Series 2016B Bonds.

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 Series 2016B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor, subject to the above.

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 Series 2016B Bonds.

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

## Richland County Council Request of Action

**Subject:**

An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2016 and ending June 30, 2017 [FIRST READING BY TITLE ONLY]

FIRST READING:	May 3, 2016
SECOND READING:	June 2, 2016 {Tentative}
THIRD READING:	June 9, 2016 {Tentative}
PUBLIC HEARING:	May 19, 2016

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY**

**AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS, AND ADOPT A BUDGET FOR RICHLAND COUNTY, SOUTH CAROLINA FOR FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.**



## Richland County Council Request of Action

**Subject:**

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, 2016, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2016, through June 30, 2017 [FIRST READING BY TITLE ONLY]

FIRST READING: May 3, 2016  
SECOND READING: June 2, 2016 {Tentative}  
THIRD READING: October 4, 2016 {Tentative}  
PUBLIC HEARING: May 19, 2016

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-14HR**

**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, 2016, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2016, THROUGH JUNE 30, 2017.**

## Richland County Council Request of Action

**Subject:**

Finance Department: Departments Projected to be over budget for FY16

April 26, 2016 - The Committee forwarded this item to Council without a recommendation. Staff was directed to provide additional documentation (e.g., budget narratives, FY16 Council approved budget, current budget) to justify the budget amendment request relative to the Detention Center, the Coroner's office and Council Services.



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

MEMORANDUM

**TO:** Richland County Council  
**CC:** Tony McDonald, County Administrator  
Daniel Driggers, County Finance Director  
**FROM:** Brandon Madden, Research Manager  
**DATE:** April 28, 2016  
**RE:** Request for Additional Information Relative to Budget Amendment for the Detention Center, Coroner's Office and Council Services

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At the April A&F Committee meeting, the Committee considered the item Finance Department: Departments Projected to be over budget for FY16.

The Committee forwarded this item to Council without a recommendation. Staff was directed to provide additional documentation (e.g., budget narratives, departmental budgets) to justify the budget amendment request relative to the Detention Center, the Coroner's office and Council Services.

As requested, the following documents are attached:

- Budget Amendment Justification for the Detention Center
- Detention Center's Budget as of April 2016
- Council Services's Budget Comparison Memo (dated February 10, 2016)
- Council Services's Budget as of April 2016
- Coroner's Budget as of April 2016

Please note the following:

- Judge Simons will be in attendance at the May 3, 2016 Council meeting to provide information concerning the cost savings associated with the implementation of the 24-Hour Bond Court program.
- The Coroner will be in attendance at the May 3, 2016 Council meeting.

## **Budget Amendment Justification for the Detention Center**

At the beginning of FY15-16 the ASGDC budget was \$11,178,776 however, after several budget adjustments from its salary – wages line item 5111, the reductions have had a negative impact on the overall budget.

1. Budget overstatement
  - a. - \$882,837.00
2. Budget Reduction for vacancies
  - a. -\$59,548.60
  - b. -\$58,950.49
  - c. -\$55,018.64

Total reduction to the salary and wages line item account was \$1,051,384.97, which reduced the salary and wage account to \$10,122,321.27. This has caused a negative impact on overtime and the operational budget for the detention center. The detention center has always been dependent on its salary and wages line item to supplement the overtime account. Due to the vacancies and training the Detention Center averages about \$1,200,000.00 in overtime each year. Since overtime has never been fully funded the funds that were not used in salary and wages were transferred to supplement the overtime account. This adjustment has been done over the past several years. Due to the budget readjustment those funds are not available, which causes the detention center to pull funds for its operational accounts. Overtime averages approximately \$58,000.00 per pay period. Currently there are 7.5 pay periods left in the fiscal year. The funds needed to keep the account from a deficit would be \$402,000.00.

### **Bond Court**

Additionally, \$218,000.00 of funding was taken from the professional services account 5265 operation budget and transferred to the Magistrate Bond Court Budget. This has placed this account in a \$218,000.00 deficit. No funds are left for food service, medical for detainees and polygraph services for new employees.

Bond Court is operating 24 hours a day, seven days a week. The ASGDC added two more officers to fill the security requirements for the courts. When this was first recommended, I reminded the Jail Ad-Hoc Committee there was no saving with a 24 hour bond court. The facility still processes and releases the same number of detainees each day. The staff requirement is 2 officers solely dedicated for bond court.

The convenience of the 24 hour court allows for the jail to release detainees much more effective and efficiently. The discharges are not being stockpiled and given to the jail in bulk. Now as detainee comes into the jail and provided there is no victim involved the detainee will go immediately to court. The jail knows the disposition of the first arraignment within minutes of the detainee seeing the magistrate. This allows for Bond Court to give the jail the paperwork much quicker, which has a positive impact. Families are not waiting for hours for loved ones to be released from jail.

**Water and Sewer**

After the October flood, the Detention Center water pressure was very low for approximately 12 days. The water continued running in every housing unit which caused the facility water to triple its normal amount. The facility plumbing system is required to have at least 90 psi to function properly. If the system is not pressurized the valves cannot close and the water will continuously run. The facility has no major cut off valve to stop the water flow. Additionally, if the water was turned off there would not have been any fire suppression system. The facility monthly water bill is approximately \$42,000.00. Currently there is approximately \$7300.00 left in water and sewer. There are five months left in this fiscal year and we have projected we will need approximately \$200,000.00. It is unlikely with the facility budget state that we will be able to find funds to transfer into this account.

There are no additional funds available in ASGDC FY 15/16 current budget to offset the requested increase.

The Detention Center is requesting a budget amendment of \$820,000.00

Salary	\$402,000.00
Professional Services	\$218,000.00
Water and Sewer	<u>\$200,000.00</u>
	\$820,000.00

**County of Richland-PROD**

**Budget Inquiry Report**

As of Period - April 2016

Ledger: GL

Budget Version: C

Object	Description	Budget	Actual	Encumbrance	Balance
<b>Key: 1100210000 - Detention Center</b>					
<b>Expenditure</b>					
511100	Salaries and Wages	9,772,391.03	7,264,300.58	0.00	2,508,090.45
511200	Overtime	1,121,529.00	1,275,390.13	0.00	(153,861.13)
511300	RC Part-time Wages	70,571.00	42,433.24	0.00	28,137.76
512200	FICA Employer's Share	792,863.35	638,432.09	0.00	154,431.26
513100	SC Regular Retirement	115,767.00	75,289.41	0.00	40,477.59
513200	SC Police Retirement	1,270,528.51	1,082,807.04	0.00	187,721.47
521000	Office Supplies	63,123.00	48,275.06	2,288.62	12,559.32
521100	Postage	950.00	0.00	0.00	950.00
521300	Copy Machines	34,913.00	22,142.23	8,070.84	4,699.93
521400	Membership and Dues	2,400.00	2,363.00	0.00	37.00
521600	Oil & Lubricants	27,202.00	12,655.61	6,872.76	7,673.63
521700	Repairs - Vehicles	10,650.00	8,184.53	0.00	2,465.47
521800	Work Permits & Fees	375.00	35.00	0.00	340.00
521900	Automotive - NonContract	4,500.00	3,000.68	779.32	720.00
522002	Electricity - Bluff Road	695,727.00	547,294.21	0.00	148,432.79
522100	Telephone Service	22,000.00	15,353.09	2,466.91	4,180.00
522202	Water & Sewer - Bluff Road	420,750.00	419,353.99	0.00	1,396.01
522302	Heating Fuel - Bluff Road	189,000.00	87,869.37	0.00	101,130.63
522400	Repairs to Installed Equip	50,689.00	20,657.68	18,266.32	11,765.00
522600	Service Contracts	606,059.00	514,895.68	55,571.82	35,591.50
522700	Repairs - Equipment	23,000.00	16,444.66	1,394.00	5,161.34
522800	Building Maintenance	93,804.00	55,891.87	20,424.14	17,487.99
523700	Radio and Communications	24,393.00	6,224.89	6,495.11	11,673.00
523800	Fingerprint and Photography	599.00	0.00	0.00	599.00
524000	Prisoner Clothing	33,000.00	9,414.05	4,679.84	18,906.11
524100	Uniforms and Equipment	96,108.00	37,479.03	16,003.34	42,625.63
524200	Food	1,500.00	725.53	0.00	774.47
524400	Janitorial Supplies	85,991.00	70,580.44	4,405.60	11,004.96
524500	Kitchen and Dining Ware	0.00	0.00	0.00	0.00
524900	Medical Supplies & Expense	2,700.00	667.99	0.00	2,032.01
525100	Outpatient Care	280,064.00	188,285.36	71,778.64	20,000.00
526100	Advertising	400.00	0.00	0.00	400.00
526200	Beepers/Cell Phones/Pagers	11,750.00	8,066.02	3,252.38	431.60
526300	Rent	14,300.00	8,117.18	2,319.28	3,863.54
526400	Employee Training	29,903.00	24,486.38	1,494.14	3,922.48
526500	Professional Services	4,829,544.00	3,978,464.81	1,032,715.36	(181,636.17)
526600	Awards	500.00	82.46	0.00	417.54
529500	Non-Capital Assets Under \$5000	27,200.00	15,544.12	0.00	11,655.88
529600	Computer Equipment Under 5000	0.00	0.00	0.00	0.00
529998	Prior Year Rollover	0.00	0.00	0.00	0.00
529999	New Pos, Unrestricted Oper Cap	0.00	0.00	0.00	0.00
530300	Building Improvements	1,124.00	0.00	1,123.87	0.13
531200	Machines & Other Equipment	48,976.00	16,851.04	12,666.00	19,458.96
531300	Automotive Equipment	0.00	0.00	0.00	0.00
547100	Program Maintenance & Licens	700.00	0.00	0.00	700.00
<b>Expenditure Total:</b>		<b>20,877,543.89</b>	<b>16,518,058.45</b>	<b>1,273,068.29</b>	<b>3,086,417.15</b>
<b>Key 1100210000 Total:</b>		<b>(20,877,543.89)</b>	<b>(16,518,058.45)</b>	<b>(1,273,068.29)</b>	<b>(3,086,417.15)</b>



## Richland County Finance Department

2020 Hampton Street, Post Office Box 192

Columbia, South Carolina 29202

Telephone 803-576-2100

E-mail: [driggersd@rcgov.us](mailto:driggersd@rcgov.us)

Daniel G. Driggers  
Chief Financial Officer

Date: February 10, 2016

To: Tony McDonald, Richland County Administrator

From: Daniel Driggers, Richland County CFO

Subject: Council Services Budget Comparison

Tony,

At the Council Retreat, I provided Council with a report that estimated that based on the current trend of spending in the Council Services budget that the department is at risk of exceeding their appropriated budget for the fiscal year 2016. Based on your direction last week, below is a list of budget controls that is recommended in order to manage the risk and have the department stay within the appropriation for the fiscal year. The recommendations are based on the expenditures through January, 2016. Additional commitments made during February could require the plan to be further altered. The list does include the plan you provided that would reduce the department staffing by one person as of March 30, 2016. As always, non-compliance with any of the items will reduce the likelihood of operational success. Please let me know if you need any additional information.

- 1) Staffing – The staffing to be adjusted and reduced by one position by March 30, 2016.
- 2) Staffing Hours – The budget plan requires that a flex scheduling be considered so that all staff work hours be limited to 37.5 hours per week.
- 3) Overtime – The current year average is \$5k per month. The budget plan requires that a flex scheduling be considered so that no additional overtime hours are utilized for fiscal year 2016.
- 4) Part Time - The current year average is \$1,350 per month for an intern program that was not included in the appropriated budget. The budget plan requires that the program ends by March 30, 2016 and no additional part-time hours are utilized for fiscal year 2016.
- 5) Office Supplies - The current year average is \$1,193 per month. The budget plan requires that the department limit spending to an average of \$713 per month for the remainder of the year.
- 6) Copy Machines – The department should limit the spending to stay within the current budget of 4,800.
- 7) Travel – the department should be encouraged to not spend any additional funds on travel expenditures for the fiscal year.
- 8) Council District Accounts –
  - o All Council District should limit spending as not to exceed the appropriated \$7,000.
  - o If a district account is currently exceeding the \$7,000, the account should be frozen as not to spend any additional funds for the fiscal year.
- 9) OE – Council Expense Account – The current monthly average is \$6,000. The department should limit the spending to \$1,700 per month.



**County of Richland-PROD**

**Budget Inquiry Report**

As of Period - April 2016

Ledger: GL

Budget Version: C

Object	Description	Budget	Actual	Encumbrance	Balance
<b>Key: 1100102000 - Council Services</b>					
<b>Expenditure</b>					
511100	Salaries and Wages	318,605.00	300,795.80	0.00	17,809.20
511200	Overtime	49,193.11	39,241.36	0.00	9,951.75
511300	RC Part-time Wages	12,520.00	10,631.76	0.00	1,888.24
512200	FICA Employer's Share	28,451.00	24,748.98	0.00	3,702.02
513100	SC Regular Retirement	41,133.00	37,607.45	0.00	3,525.55
521000	Office Supplies	13,937.64	9,645.14	4,172.50	120.00
521300	Copy Machines	6,477.21	5,497.05	919.01	61.15
521400	Membership and Dues	150.00	150.00	0.00	0.00
521500	Travel	2,461.00	2,089.64	0.00	371.36
522100	Telephone Service	7,000.00	4,678.05	2,321.95	0.00
526200	Beepers/Cell Phones/Pagers	3,000.00	2,636.78	363.22	0.00
526400	Employee Training	3,189.92	3,189.92	0.00	0.00
527600	Lump Sum Appropriations	0.00	0.00	0.00	0.00
527801	OE - District 1	7,000.00	207.36	0.00	6,792.64
527802	OE - District 2	7,000.00	4,819.05	0.00	2,180.95
527803	OE - District 3	7,000.00	4,735.82	0.00	2,264.18
527804	OE - District 4	7,000.00	3,923.11	0.00	3,076.89
527805	OE - District 5	7,000.00	7,000.00	0.00	0.00
527806	OE - District 6	7,000.00	3,127.97	510.00	3,362.03
527807	OE - District 7	7,700.00	5,567.99	0.00	2,132.01
527808	OE - District 8	7,000.00	4,148.47	888.19	1,963.34
527809	OE - District 9	7,000.00	5,919.37	0.00	1,080.63
527810	OE - District 10	10,020.93	9,511.00	510.00	(0.07)
527811	OE - District 11	7,000.00	4,163.71	0.00	2,836.29
527813	OE - Council	56,308.19	52,331.61	3,996.08	(19.50)
529998	Prior Year Rollover	0.00	0.00	0.00	0.00
529999	New Pos, Unrestricted Oper Cap	0.00	0.00	0.00	0.00
530300	Building Improvements	0.00	0.00	0.00	0.00
531600	Software	0.00	0.00	0.00	0.00
<b>Expenditure Total:</b>		<b>623,147.00</b>	<b>546,367.39</b>	<b>13,680.95</b>	<b>63,098.66</b>
<b>Key 1100102000 Total:</b>		<b>(623,147.00)</b>	<b>(546,367.39)</b>	<b>(13,680.95)</b>	<b>(63,098.66)</b>

**County of Richland-PROD**  
**Budget Inquiry Report**

As of Period - April 2016

Ledger: GL

Budget Version: C

Object	Description	Budget	Actual	Encumbrance	Balance
<b>Key: 1100240000 - Coroner</b>					
<b>Expenditure</b>					
511100	Salaries and Wages	529,998.36	428,040.88	0.00	101,957.48
511300	RC Part-time Wages	190,000.00	215,397.95	0.00	(25,397.95)
512200	FICA Employer's Share	52,554.98	47,342.18	0.00	5,212.80
513100	SC Regular Retirement	17,621.14	31,735.06	0.00	(14,113.92)
513200	SC Police Retirement	59,059.00	66,381.63	0.00	(7,322.63)
521000	Office Supplies	28,520.00	28,187.98	325.46	6.56
521200	Books and Publications	500.00	296.40	0.00	203.60
521300	Copy Machines	3,111.00	2,813.09	140.13	157.78
521400	Membership and Dues	3,400.00	2,545.00	660.00	195.00
521500	Travel	800.00	0.00	0.00	800.00
521600	Oil & Lubricants	40,241.00	30,570.95	9,616.00	54.05
521700	Repairs - Vehicles	25,560.00	19,642.91	0.00	5,917.09
521900	Automotive - NonContract	15,000.00	11,846.78	350.22	2,803.00
522100	Telephone Service	2,200.00	1,625.96	574.04	0.00
522600	Service Contracts	116,676.00	95,420.60	20,179.40	1,076.00
522700	Repairs - Equipment	1,500.00	0.00	500.00	1,000.00
523700	Radio and Communications	78,654.00	75,387.13	3,261.78	5.09
523800	Fingerprint and Photography	1,064.00	0.00	0.00	1,064.00
524100	Uniforms and Equipment	17,121.00	16,232.10	0.00	888.90
524900	Medical Supplies & Expense	5,850.00	5,825.50	0.00	24.50
525500	Postmortem Pathology	412,124.00	390,454.00	21,396.00	274.00
525800	Jurors Expense	180.00	0.00	0.00	180.00
526200	Beepers/Cell Phones/Pagers	28,070.00	18,147.13	5,452.87	4,470.00
526400	Employee Training	10,947.76	8,996.29	1,200.00	751.47
526500	Professional Services	6,000.00	4,435.46	506.57	1,057.97
527200	Special Contracts	16,300.00	10,809.58	5,435.00	55.42
529500	Non-Capital Assets Under \$5000	10,980.00	6,124.34	0.00	4,855.66
529600	Computer Equipment Under 5000	20,600.00	20,518.58	0.01	81.41
529999	New Pos, Unrestricted Oper Cap	(2,386.76)	-2,386.76	0.00	0.00
531300	Automotive Equipment	79,732.00	79,732.00	0.00	0.00
531800	Lease Purchase Capital	0.00	0.00	0.00	0.00
547100	Program Maintenance & Licens	5,533.00	308.82	0.00	5,224.18
<b>Expenditure Total:</b>		<b>1,777,510.48</b>	<b>1,616,431.54</b>	<b>69,597.48</b>	<b>91,481.46</b>
<b>Key 1100240000 Total:</b>		<b>(1,777,510.48)</b>	<b>(1,616,431.54)</b>	<b>(69,597.48)</b>	<b>(91,481.46)</b>

# Richland County Council Request of Action

**Subject:** Finance Department: Departments Projected to be over budget for FY16

## **A. Purpose**

Richland County Finance Department requests County Council to advise and offer direction on department budgets that are projected to exceed the appropriated amounts. The list below does not mean that other funds will not be necessary, it only includes the funding concerns that we are aware of as of this report. The departments have been contacted and each below have requested additional funds be appropriated by Council.

## **B. Background / Discussion**

**1100240000 Coroner** – Projections currently show that the Coroner’s Office will be over budget **(\$600,000)**. More specifically \$250,000 of the total over budget projection is contributed to the Postmortem Pathology account. The Personnel/Retirement account is currently showing a negative balance totaling (\$9,470.16) including a projection for personnel to be over budget by (\$122,000). Coroner’s Office has requested that Council appropriated addition budget amounts to cover the shortfall.

**1100210000 Detention Center** – The Department has communicated that they anticipate the following deficits by yearend; Water and Sewer cost - \$200,000, Professional Services - \$218,000 and Salary - \$402,000. The total anticipated shortfall is **\$820,000**. The department did indicate that they have not been able to complete an analysis of personnel costs that may require additional funds.

**1100102000 Council Services** – Projections currently show that Council Services will be over budget **(\$108,000)**. The need for the request is Personnel accounts. We have seen consistent negative balances this fiscal year. The Budget department has followed up to request that budget transfers be completed to offset the negative balances. Council Services has been informed of the shortfall.

## **C. Legislative / Chronological History**

These are staff-initiated requests. Therefore, there is no Legislative history.

## **D. Financial Impact**

Impact is: Coroner	- \$ 600,000
Detention Center	- \$ 820,000
Council Services	- <u>\$ 108,000</u>
	\$1,528,000

Approval of additional funds would require the use of General Fund - Fund Balance as a funding source.

## **E. Alternatives**

1. Approve the request of additional funding
2. Approve request at the amended level
3. **Do not approve the request to advise and offer direction to the departments.**

If this alternative is chosen the negative balances and the over budget patterns shown over the initial six months of FY16 will adversely increase. Furthermore, these shortfalls will eventually negatively affect payroll, benefit contributions as well as timely payments to vendors and costs for operations/services.

**F. Recommendation**

To approve or reject based on Council’s discretion.

Recommended by: Daniel Driggers

Department: Finance

Date: February 3, 2016

**G. Reviews**

(Please replace the appropriate box with a ü and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendations. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers Date: 3/24/16  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: The attached ROA is a request for additional budget funds within Council discretion. The recommendation is based on our understanding is that the additional funds are required for current commitments for the departments therefore delaying until FY17 is probably not an option. Approval would require a budget amendment and would use fund balance as a funding source.

**Coroner**

Reviewed by: Gary Watts Date: 3/24/16  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

**Council Services**

Reviewed by: Michelle Onley Date: 3/24/16  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

**Detention Center**

Reviewed by: Ronaldo Myers Date: 04/18/16  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 04/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration:** Tony McDonald

Date: 04/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: I concur with the Finance Director's comments.

Approval is recommended.

## Richland County Council Request of Action

**Subject:**

Council Motion Regarding Hospitality Tax Revenue

April 26, 2016 - The Committee recommended that Council approve proceeding with working with our legislative delegation to widen the scope of allowable uses of Hospitality Tax revenues to provide the County with greater flexibility, which could prove useful in funding other items not specifically outlined in the current legislation.

## Richland County Council Request of Action

**Subject:** Council Motion Regarding Hospitality Tax Revenue

### **A. Purpose**

County Council is requested to consider a Council motion regarding the manner in which Hospitality Tax revenue can be used.

### **B. Background / Discussion**

At the February 9, 2016 Council meeting, Council member Malinowski brought forth the following motion:

“That Richland County request the state Legislature to eliminate the unnecessary restrictions on how Hospitality Tax revenue can be used. The Legislature has dictated that revenue from this 2 % tax on prepared meals be restricted to projects related to “tourism”. That means local governments can’t apply these funds to more pressing needs, such as road improvements. Richland County certainly faces some major infrastructure challenges, especially in the aftermath of the recent floods. If we are going to pull money from hard-working taxpayers, we should at least be able to spend it where it’s most needed. In the absence of such legislative action I move we abolish the Hospitality Tax so citizens can keep more of their money. The combined burden of the Hospitality Tax and the Transportation Tax is too much to ask people to shoulder. Certainly a proposal as this will likely stir strong feelings both for and against, but at the very least, we should have a meaningful discussion about the issue”

Article 7, Local Hospitality Tax, of South Carolina Code of Laws applies to the uses of the revenue generated by the Hospitality Tax – see below:

#### Article 7

#### Local Hospitality Tax

**SECTION 6-1-700.** Short title.

This article may be cited as the "Local Hospitality Tax Act".

HISTORY: 1997 Act No. 138, Section 9.

**SECTION 6-1-710.** Definitions.

As used in the article:

(1) "Local governing body" means the governing body of a county or municipality.

(2) "Local hospitality tax" is a tax on the sales of prepared meals and beverages sold in establishments or sales of prepared meals and beverages sold in establishments licensed for on-premises consumption of alcoholic beverages, beer, or wine.

(3) "Positive majority" means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the date of the final vote on the imposition is required.

HISTORY: 1997 Act No. 138, Section 9.

**SECTION 6-1-720.** Imposition of local hospitality tax.

(A) A local governing body may impose, by ordinance, a local hospitality tax not to exceed two percent of the charges for food and beverages. However, an ordinance imposing the local hospitality tax must be adopted by a positive majority vote. The governing body of a county may not impose a local hospitality tax in excess of one percent within the boundaries of a municipality without the consent, by resolution, of the appropriate municipal governing body.

(B) All proceeds from a local hospitality tax must be kept in a separate fund segregated from the imposing entity's general fund. All interest generated by the local hospitality tax fund must be credited to the local hospitality tax fund.

HISTORY: 1997 Act No. 138, Section 9.

**SECTION 6-1-730.** Use of revenue from local hospitality tax.

(A) The revenue generated by the hospitality tax must be used exclusively for the following purposes:

(1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;

(2) tourism-related cultural, recreational, or historic facilities;

(3) beach access and renourishment;

(4) highways, roads, streets, and bridges providing access to tourist destinations;

(5) advertisements and promotions related to tourism development; or

(6) water and sewer infrastructure to serve tourism-related demand.

(B)(1) In a county in which at least nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, the revenues of the hospitality tax authorized in this article may be used for the operation and maintenance of those items provided in (A)(1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

(2) In a county in which less than nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, an amount not to exceed fifty percent of the



revenue in the preceding fiscal year of the local hospitality tax authorized pursuant to this article may be used for the additional purposes provided in item (1) of this subsection.

HISTORY: 1997 Act No. 138, Section 9; 1999 Act No. 93, Section 14; 2006 Act No. 314, Section 2, eff June 1, 2006; 2010 Act No. 290, Section 36, eff January 1, 2011.

The Hospitality Tax, funded through a fee that was implemented in FY04, is a 2% tax on gross proceeds of sales on prepared meals and beverages, used for the dedicated purpose of improving services and facilities for tourists. Collections reflected a strong positive trend over the first few years before leveling off in FY08. Council previously suspended half of the tax; however, the 1% returned, bringing the hospitality rate back to 2%.

Amendments to the abovementioned Article could be accomplished through the State's legislative process.

### **C. Legislative / Chronological History**

- February 9, 2016 – Motion made by Council member Malinowski

### **D. Financial Impact**

The financial impact of this motion on the County can occur on multiple levels.

The Hospitality Tax fund is used for the payment of debt, to fund capital projects (e.g., waterpark, pinewood lake) and supports our grant program.

Amending current State law on the uses of the Hospitality Tax revenue as outlined in the motion would not necessarily have a negative fiscal impact on the County; however, abolishing the Hospitality Tax may create budget shortfalls in multiple County operations that Council will have to consider.

### **E. Alternatives**

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

### **F. Recommendation**

This is a policy decision for Council.

Recommended by: Bill Malinowski

Department: Council District 1

Date: 2/9/16

### **G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 4/13/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council of seeking legislative change.

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/14/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Roxanne Ancheta

Date: April 14, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Widening the scope of allowable uses of Hospitality Tax revenues would provide the County with greater flexibility, which could prove useful in funding other items not specifically outlined in the current legislation.

It is not recommended, however, that the Hospitality Tax be abolished, as the County currently uses those revenues to fund applicable organizations, pay debt service and fund the grants program. If this source of revenue was removed, the County would have to find other sources of revenue to pay the costs associated with many of these items.

## Richland County Council Request of Action

**Subject:**

Conservation Department: Project Agreement with City of Columbia for Owens Field Park Construction

April 26, 2016 - The Committee forwarded this item to Council without a recommendation.

## Richland County Council Request of Action

**Subject:** Conservation Department: Project Agreement with City of Columbia for Owens Field Park Construction

### **A. Purpose**

Council is requested to approve a Project Agreement with the City of Columbia for the transfer of \$240,065 from the Conservation and Stormwater Department budgets as well as \$170,000 of SCDHEC reimbursable funds to the City of Columbia for construction of the Owens Field Park project.

### **B. Background / Discussion**

Richland County Conservation Commission (RCCC) first became involved with the Rosewood Community's efforts to improve the walking trails at Owens Field Park in 2012. Upon evaluation, it became clear that without major stormwater improvements the trails would continue to erode and deteriorate.

Bids were requested and Fuss & O'Neill was selected to design Stormwater Best Management Practices (BMPs) and trail improvements. Gills Creek Watershed Association (GCWA) applied to SC Department of Health and Environmental Control (SCDHEC) with the support of RCCC and was awarded a \$170,000 grant for stormwater improvements.

Although owned by the county, Owens Field Park, (TMN 13702-01-30), is leased to the City of Columbia. Portions of the project are also located on Richland School District One property. Agreements were signed between the district and county on November 11, 2014 and between the city and county on December 3, 2014, specifying the trail and stormwater work to be done (in Appendix).

Last year the city announced plans to add a Miracle Field, new parking, and turf improvements at the park. It seemed beneficial to join forces on the project so that one contractor would handle both projects at the park, thus saving time and money. A request for bids was issued jointly in December.

The low bid for the county portion of the project was \$70,000 more than RCCC had budgeted. Staff explored ways to reduce the scope of work and reallocate funds. On April 5, 2016 County Council approved a request to transfer grant funds in the amount of \$20,000 that were already allocated to GCWA into this project.

The bid expired because all of the city and county approvals were not in place within the time allowed. A new bid will be re-issued soon with the agreed upon changes in the scope and materials to reduce the cost. The additional funding and changes in the scope of the project will provide sufficient funds for the trail and stormwater segment of the project. Due to numerous delays, project timing is critical as the work on the BMPs must be completed and invoiced to SCDHEC before January 2017 or the \$170,000 from this grant will be lost.

Based on a Transportation Penny project agreement between the city and the county for the Vista Greenway Phase II, a project agreement (in Appendix) for the city to procure the contractor and to administer the funds for the county portion of the Owens Field Park project has been developed by city, GCWA, and county staff. Legal departments of both city and county have been given the agreement with approval contingent upon their review. The agreement calls for the city to procure the contractor and administer the \$485,065 county portion of the project. Of that amount, \$240,065 will come from Richland County – \$160,085 from RCCC and \$80,000 from Stormwater. GCWA will provide \$75,000 and the SCDHEC grant fund reimbursement will be transferred to the city. A summary of the funding sources is provided below in Section D. Financial Impact.

**C. Legislative / Chronological History**

- August 16, 2013 - Bid from Fuss & O’Neill accepted
- November 13, 2013 - Award of 319 Grant from SCDHEC to GCWA
- November 11, 2014 - Agreement signed between County and School District One
- December 3, 2014 - Agreement signed between County and City
- December 2015 - Joint bid issued
- February 18, 2016 - Conference with lowest bidder
- March 2016 - Bid expired
- April 5, 2016 - Council approved transfer of GCWA grant funds to Owens Field project

**D. Financial Impact**

Funding sources for the project in the FY2016 Budget are outlined below:

Funding	Source
\$160,065.00	RC Conservation Commission
\$ 80,000.00	RC Stormwater (from City of Cola)
\$ 25,000.00	GCWA (from RC Stormwater)
\$ 50,000.00	GCWA (from City of Cola)
\$170,000.00	DHEC 319 Grant
<b>\$485,065.00</b>	<b>TOTAL</b>

The financial impact of this request to the County is \$240,065. No new funding is being requested as these funds have already been allocated to the impacted Departments.

Staff is requesting these funds be transferred to the City to be utilized for the completion of the County’s portion of this project.

**E. Alternatives**

1. Approve a Project Agreement with the City of Columbia for the transfer of \$240,065 from the Conservation and Stormwater Department budgets as well as \$170,000 of SCDHEC reimbursable funds to the City of Columbia for construction of the Owens Field Park project. Approval would be contingent upon Legal review of the agreement.

2. Do not approve a Project Agreement with the City of Columbia for the transfer of \$240,065 from the Conservation and Stormwater Department budgets as well as \$170,000 of SCDHEC reimbursable funds to the City of Columbia for construction of the Owens Field Park project. Denial will jeopardize the project, the \$170,000 DHEC grant, as well as threaten the funds already expended on the design phase.

**F. Recommendation**

It is requested Council approve a Project Agreement with the City of Columbia for the transfer of \$240,065 from the Conservation and Stormwater Department budgets as well as \$170,000 of SCDHEC reimbursable funds to the City of Columbia for construction of the Owens Field Park project.

Recommended by: Quinton Epps

Department: Conservation

Date: April 7, 2016

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 4/14/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on previous project approval. County funding of \$240,065 is available as mentioned.

**Procurement**

Reviewed by: Cheryl Patrick

Date: 0-4/15/2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 04/22/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Legal has suggested changes to the document including outlining the responsibilities of the three parties. We ask that if this is approved, that Legal be allowed to continue

to work with Conservation on the agreement to make sure that it protects the County's interests.

**Administration**

Reviewed by: Warren Harley

Date: 4/22/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

## Appendix



## **PROJECT AGREEMENT**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Richland County, South Carolina (the "County"), the City of Columbia, South Carolina (the "City"), and the Gills Creek Watershed Association (the "GCWA"), South Carolina.

### WITNESSETH THAT:

WHEREAS, the County owns Owens Field Park, tax map number R13702-01-30, which it leases to the City for a park and has entered into an agreement dated December 3, 2014 to collaborate on trail improvements and stormwater best management practices; and

WHEREAS, the County and GCWA partnered with the City to procure one contractor to handle both City and County projects at Owens Field in order to reduce project costs; and

WHEREAS, the County and GCWA wish to authorize the construction and improvements of the aforesaid Project in accordance with the plans prepared for the County (the "Project Plans") as illustrated in Attachment A; and within the budget (the "Project Budget") as shown on Attachment B;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the County, GCWA, and the City agree as follows:

1. The County and GCWA hereby acknowledge that the Project Plans will be bid through the City's procurement process. Once the bidding process is completed no further action or approvals are needed with the exception of final award approval from the City Council for construction. The County further acknowledges that the Project Budget is accurate and sufficient to complete the Project Plans.

2. The County and GCWA hereby consent to the construction of or improvements to the aforesaid Project within the City corporate limits in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the County for the City to complete the Project under the Project Plans and within the Project Budget and also constitutes a waiver of any and all other requirements with regard to this construction and improvements within the City's limits. The foregoing waiver and consent shall also apply to the construction companies engaged in constructing the Project in accordance with the Project Plans and within the Project Budget.

3. The County and GCWA can provide up to \$485,065.00 toward the cost of the Project from the budget sources detailed in Attachment B. The City, does not guarantee completion of the Project within the Project Budget. If actual construction costs as reflected in the low bid are over budget, the City will work with the County and GCWA to revise the Project Plans as necessary to bring the cost within the funds currently allocated for the project.

4. If, after contractor award or during construction, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the Project, the City shall not be responsible for obtaining and providing additional funding. In such case, the City will cooperate with the County and GCWA in revising the Project Plans as necessary to complete the Project within the Project Budget. In no event will the City be required to provide any funds over and above the amount reflected in the Project Budget.

5. The City may, in its sole discretion, authorize change orders that it deems necessary to complete the Project so long as such change order is within the scope of the Project Plans and the Project Budget after Notice of Proceed is issued.

6. Upon completion of the Project, and inspection of the Project proving the new facilities are in accordance with plans and specifications, the City will accept the Project and all improvements associated therewith and shall permanently operate and maintain the Project as a public park within the City. The County has no obligation to operate or maintain the Project after its acceptance by the City.

7. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

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

9. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

10. This Agreement and the December 3, 2014 agreement represents the entire and integrated agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Project.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Printed Name: W. Anthony McDonald  
Title: County Administrator

City of Columbia, South Carolina

By: \_\_\_\_\_  
Printed Name: Teresa Wilson  
Title: City Manager

Gills Creek Watershed Association

By: \_\_\_\_\_  
Printed Name:  
Title:

STATE OF SOUTH CAROLINA     ) AGREEMENT BETWEEN RICHLAND  
  ) COUNTY, SC AND CITY OF  
RICHLAND COUNTY               ) COLUMBIA, SC

(Owens Field Area Stormwater Management)

THIS AGREEMENT entered into this 3<sup>rd</sup> day of DECEMBER, 2014, is by and between Richland County, South Carolina (hereinafter "County") and the City of Columbia, South Carolina (hereinafter "City").

#### RECITALS

WHEREAS, the parties have collaborated to improve the trail and stormwater management system in the areas of the Memorial Stadium and Owens Field Park; and

WHEREAS, the parties have agreed to enter into a collaborative agreement in which the County will be the lead agency and named applicant and the City will be a partner in this project; and

WHEREAS, the parties hereto desire to enter into an Agreement setting forth the services and responsibilities to be provided by the collaboration;

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

1. Description of the Stormwater Best Management Practices to be implemented through this Agreement.
  - a. Two above ground bioretention areas shall be constructed on the Richland District One's Memorial Stadium property (TMS R13703-01-01A) to intercept stormwater being discharged from the property. Grassed swales will capture and convey the stormwater at several existing pipe ends to bioretention basins to improve stormwater quality and reduce the total volume of runoff via increased infiltration. Overflow during large rainfall events will be discharged via outlet structures to the existing drainage (ditch) system on the adjacent Owens Field Park parcel owned by the County (TMS R13702-01-30). A third above ground bioretention area will be constructed on County property for infiltration and conveyance of stormwater to the City's existing detention basin at the park entrance on Jim Hamilton Blvd.
  - b. Grassed swale #1 will be located at the edge of the property line between TMS R13703-01-01A and TMS R13702-01-30. The swale will be approximately 3 feet in depth, 20 feet in width, and 550 feet in length.
  - c. Bioretention Area #1 will consist of a grassed basin approximately 5 feet in depth, 80 feet in width, and 300 feet in length adjacent to the Softball Field. Bioretention Area #1 shall be enclosed by a chain link fence no less than 6 feet in height with a gate to allow maintenance access.

d. Bioretention Area #2 will consist of a grassed swale and basin approximately 4 feet in depth, 40 feet in width, and 700 feet in length adjacent to the Baseball Field and the existing gravel driveway.

e. Bioretention Area #3 will consist of a grassed basin approximately 3 feet in depth, 30 feet in width, and 1100 feet in length adjacent to the existing gravel road and the soccer fields.

2. Description of Trail and Road Improvements to be implemented through this Agreement.

a. The existing gravel access drive behind the Baseball Field terminating at the Boys Club of Greater Columbia parcel (TMS R13703-01-02B) will be re-graded and paved to minimize sediment delivery to Bioretention Area #2.

b. The existing Trail #1 from the Memorial Stadium parking lot to Owens Field Park will be improved and rerouted to provide ADA access. A new Trailhead #1 will be re-graded and paved with an ADA-compliant surface. Surface flow from the Memorial Stadium parking lot and trailhead #1 will be re-directed into Grassed Swale #1 and conveyed to Bioretention Area #1. A new Trailhead #2 shall be constructed adjacent to the skate park parking lot to provide ADA access to Trail #1.

c. The remaining existing trails from the skate park to the Boys Club to Trailhead #3 near South Ott Road shall be improved with steps on slopes where necessary. It shall consist of natural trail surfacing with approximately seven wooden bridges to span both drainage swales and Bioretention Area #3.

3. The County shall:

Contract with a vendor to design and construct the BMPs, as described in paragraph 1 above and as shown on the attached plan (Figure 1), as well as the trail and road improvements described in paragraphs 2.b. and 2.c., above. The County shall be solely responsible for the funding required to implement the design and construction required in this paragraph 4.

At the completion of construction, as determined by the County, the County shall notify the other parties that construction is complete, that the County's responsibilities under the Agreement have been satisfied, and that all maintenance responsibilities described herein shall commence immediately. Provided, however, that such maintenance responsibilities will not commence until such time as the County has provided to the City as-built drawings for the completed project and the City has approved, in writing, that the construction has been completed in accordance with the plans.

4. The City shall:  
Maintain any and all structural components of the BMPs, trails and trail accessories described herein and shown in the highlighted and cross-hatched area in Figure 1, which is attached hereto and incorporated by reference herein, such that they function properly for their useful physical life. Such maintenance responsibilities of the City shall immediately cease in the event the City no longer owns, leases, or subleases the property described herein, or in the event the property described herein is no longer owned by Richland School District One or the County.

5. Timeline.

The anticipated timeline for the design and construction is January 2014 through June 2016. The County shall promptly notify the City of any substantial deviation from the anticipated timeline.

6. Representations, Warranties and Covenants.

Each party to this Agreement represents and warrants that:

a. it has full legal right, power and authority to enter into this Agreement and to perform and consummate all other transactions contemplated by this Agreement.

b. it has duly authorized the execution, delivery and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of each party to perform and consummate the transactions contemplated by this Agreement.

c. this Agreement constitutes a legal, valid and binding obligation of each party, enforceable in accordance with its terms.

d. there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of each party, threatened against any party, nor to the best of the knowledge of each party is there any basis therefore, which in any manner questions the powers of each party to this Agreement, or the validity of any proceedings taken by either party or its governing body in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforcement of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby and hereby).

7. Miscellaneous Provisions.



IN WITNESS WHEREOF, WE THE UNDERSIGNED have signed and sealed on the date first above written.

RICHLAND COUNTY

Tony McDonald

Its: County Administrator

WITNESSES:

Ashley C. Myers

Gregory Wise

CITY OF COLUMBIA

Teresa Wilson

Its: City Manager

WITNESSES:

Ashley C. Myers

Gregory Wise

Richland County Attorney's Office

B. J. Brown 10/29/14

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





STATE OF SOUTH CAROLINA ) AGREEMENT BETWEEN RICHLAND  
 ) COUNTY, SC AND RICHLAND COUNTY  
 ) SCHOOL DISTRICT ONE

RICHLAND COUNTY

(Owens Field Area Stormwater Management)

THIS AGREEMENT entered into this 11th day of November, 2014, is by and between Richland County, South Carolina (hereinafter "County") and Richland County School District One (hereinafter "District).

### RECITALS

WHEREAS, the parties have collaborated to improve the trail and stormwater management system in the areas of the Memorial Stadium and Owens Field Park; and

WHEREAS, the parties have agreed to enter into a collaborative agreement in which the County will be the lead agency and named applicant and the District will be a partner in this project; and

WHEREAS, the parties herein desire to enter into an Agreement setting forth the services and responsibilities to be provided by the collaboration;

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

1. Description of the Stormwater Best Management Practices to be implemented through this Agreement.
  - a. Two above ground bioretention areas shall be constructed on the District's Memorial Stadium property (TMS R13703-01-01A) to intercept stormwater being discharged from the property. Grassed swales will capture and convey the stormwater at several existing pipe ends to bioretention basins to improve stormwater quality and reduce the total volume of runoff via increased infiltration. Overflow during large rainfall events will be discharged via outlet structures to the existing drainage (ditch) system on the adjacent Owens Field Park parcel owned by the County (TMS R13702-01-30). A third above ground bioretention area will be constructed on County property for infiltration and conveyance of stormwater to the City's existing detention basin at the park entrance on Jim Hamilton Blvd.
  - b. Grassed swale #1 will be located at the edge of the property line between TMS R13703-01-01A and TMS R13702-01-30. The swale will be approximately 3 feet in depth, 20 feet in width, and 550 feet in length.
  - c. Bioretention Area #1 will consist of a grassed basin approximately 5 feet in depth, 80 feet in width, and 300 feet in length adjacent to the Softball Field. Bioretention Area #1 shall be enclosed by a chain link fence no less than 6 feet in height with a gate to allow maintenance access.

- d. Bioretention Area #2 will consist of a grassed swale and basin approximately 4 feet in depth, 40 feet in width, and 700 feet in length adjacent to the Baseball Field and the existing gravel driveway.
        - e. Bioretention Area #3 will consist of a grassed basin approximately 3 feet in depth, 30 feet in width, and 1100 feet in length adjacent to the existing gravel road and the soccer fields.
2. Description of Trail and Road Improvements to be implemented through this Agreement.
  - a. The existing gravel access drive behind the Baseball Field terminating at the Boys Club of Greater Columbia parcel (TMS R13703-01-02B) will be re-graded and paved to minimize sediment delivery to Bioretention Area #2.
  - b. The existing Trail #1 from the Memorial Stadium parking lot to Owens Field Park will be improved and rerouted to provide ADA access. A new Trailhead #1 will be re-graded and paved with an ADA-compliant surface. Surface flow from the Memorial Stadium parking lot and trailhead #1 will be re-directed into Grassed Swale #1 and conveyed to Bioretention Area #1. A new Trailhead #2 shall be constructed adjacent to the skate park parking lot to provide ADA access to Trail #1.
  - c. The remaining existing trails from the skate park to the Boys Club to Trailhead #3 near South Ott Road shall be improved with steps on slopes where necessary. It shall consist of natural trail surfacing with approximately seven wooden bridges to span both drainage swales and Bioretention Area #3.
3. The District shall:
  - A. Permit the construction of the property/stormwater enhancements as described in paragraphs 1 and 2 above (approximately 1.75 acres) and as shown on the attached plan entitled Figure 1 dated July 9, 2014, to be used for Stormwater Best Management Practices (BMPs), including an above ground bioretention system along with accompanying swales and slopes, as well as trails and trail accessories. The actual construction and final product shall be as defined in the final approved plans.
  - B. Maintain the herein described BMPs and other features located within the District's property boundaries such that they function properly at all times, to include mowing of grass in and surrounding the Stormwater Management Areas, for their useful physical life.
  - C. Regrade and pave the gravel access drive, as described in paragraph 2.a. above, prior to the construction and installation of Bioretention Area #2.
4. The County shall:

Contract with a vendor to design and construct the BMPs, as described in paragraph 1 above and as shown on the attached plan (Figure 1), as well as the trail and road improvements described in paragraphs 2.b. and 2.c., above. The County shall be solely responsible for the funding required to implement the design and construction required in this paragraph 4.

At the completion of construction, as determined by the County, the County shall notify the District that construction is complete, that the County's responsibilities under the Agreement have been satisfied, and that all maintenance responsibilities described herein shall commence immediately.

At the completion of construction, all structural components installed, pursuant to this Agreement, on property owned by the District, shall immediately become the property of the District. The County agrees to execute any documents necessary to transfer ownership of such structural components, if so requested by the District.

- a) To the extent permitted by state law and subject to the provisions of the South Carolina Tort Claims Act, the County agrees to indemnify and hold harmless the District from any and all liability, damage, expense, causes of action, suits, claims or judgment arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the County and its employees, in connection with or arising out of the activities encompassed by this Memorandum of Agreement.

5. Timeline.

The anticipated timeline for the design and construction is January 2014 through June 2016. The County shall promptly notify the District of any substantial deviation from the anticipated timeline.

6. Representations, Warranties and Covenants.

Each party to this Agreement represents and warrants that:

- a. it has full legal right, power and authority to enter into this Agreement and to perform and consummate all other transactions contemplated by this Agreement.
- b. it has duly authorized the execution, delivery and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of each party to perform and consummate the transactions contemplated by this Agreement.
- c. this Agreement constitutes a legal, valid and binding obligation of each party, enforceable in accordance with its terms.
- d. there is no action, suit, proceeding, inquiry or investigation at law or in equity

before or by any court, public board, or body, pending or, to the best of the knowledge of each party, threatened against any party, nor to the best of the knowledge of each party is there any basis therefore, which in any manner questions the powers of each party to this Agreement, or the validity of any proceedings taken by either party or its governing body in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforcement of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby and hereby).

7. Miscellaneous Provisions.

a. This Agreement contains the entire agreement of the parties, and no prior agreements, oral or otherwise, among the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto.

b. This Agreement may be executed in multiple counterparts, the signature pages of which may be compiled to constitute one original Agreement.

c. This Agreement is intended to be performed in compliance with all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof shall be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by the law.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule of any jurisdiction that would cause the application of the laws of any jurisdiction other than the State of South Carolina.

e. The parties hereto expressly agree that this Agreement in no way creates any agency relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

8. Notices.

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been fully given as of the date and time the same are sent by facsimile transmission, nationally recognized overnight delivery service or

registered or certified mail, return receipt requested, and addressed to the parties as follows:

To Richland: Richland County Administrator  
PO Box 192  
Columbia, SC 29202

To District: Richland School District 1 Superintendent  
1616 Richland Street  
Columbia, SC 29201

IN WITNESS WHEREOF, WE THE UNDERSIGNED have signed and sealed on the date first above written.

RICHLAND COUNTY

Tony McDonald

Its: County Administrator

WITNESSES:

Adrienne Gentry

Wynne Wise

RICHLAND COUNTY  
SCHOOL DISTRICT ONE

Ashton Bishop

Its: Board Chairman

WITNESSES:

Ed [Signature]  
[Signature]

Cynthia Cash-Greene

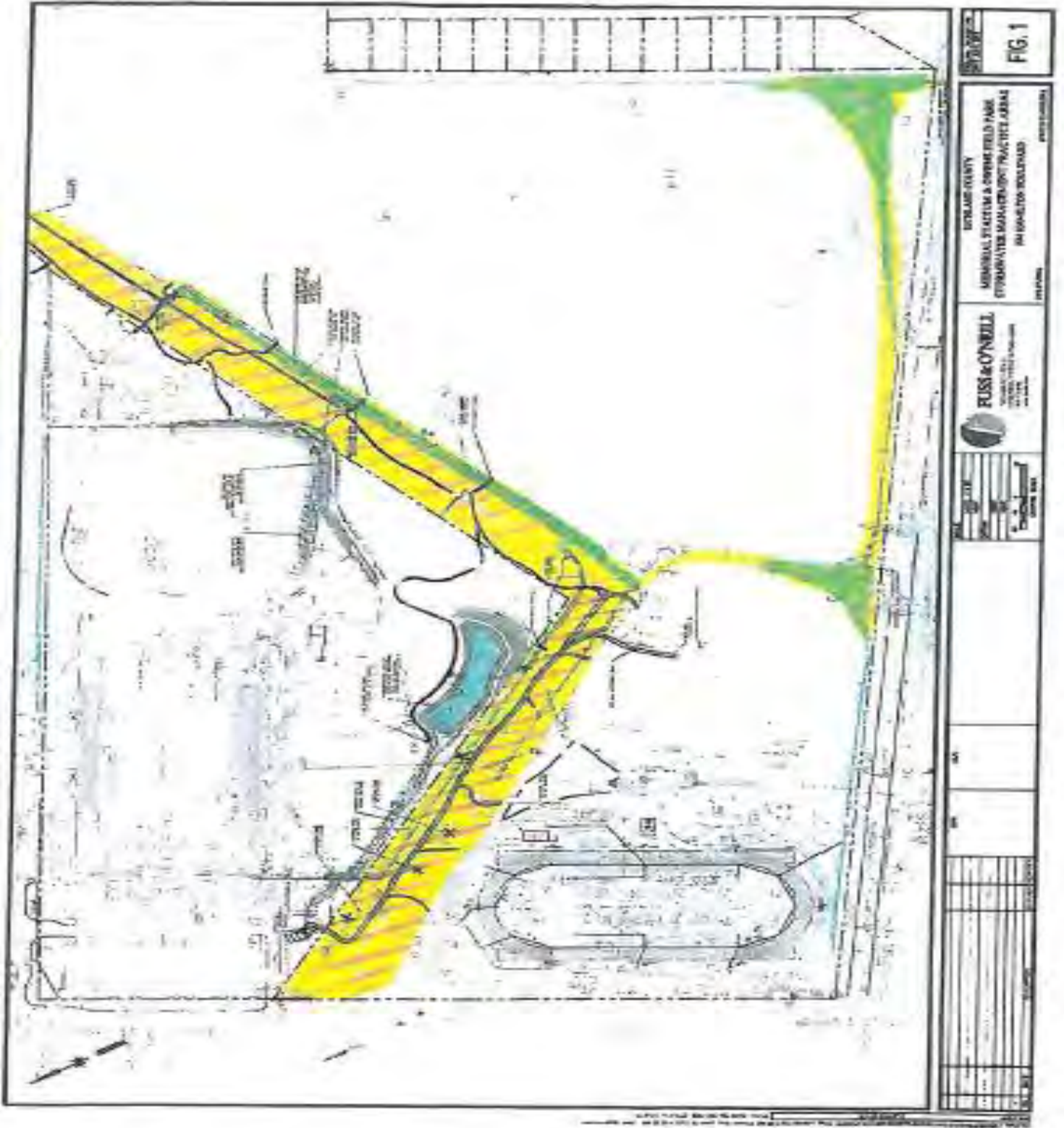
Its: Interim Superintendent

Ed [Signature]  
[Signature]

Richland County Attorney's Office

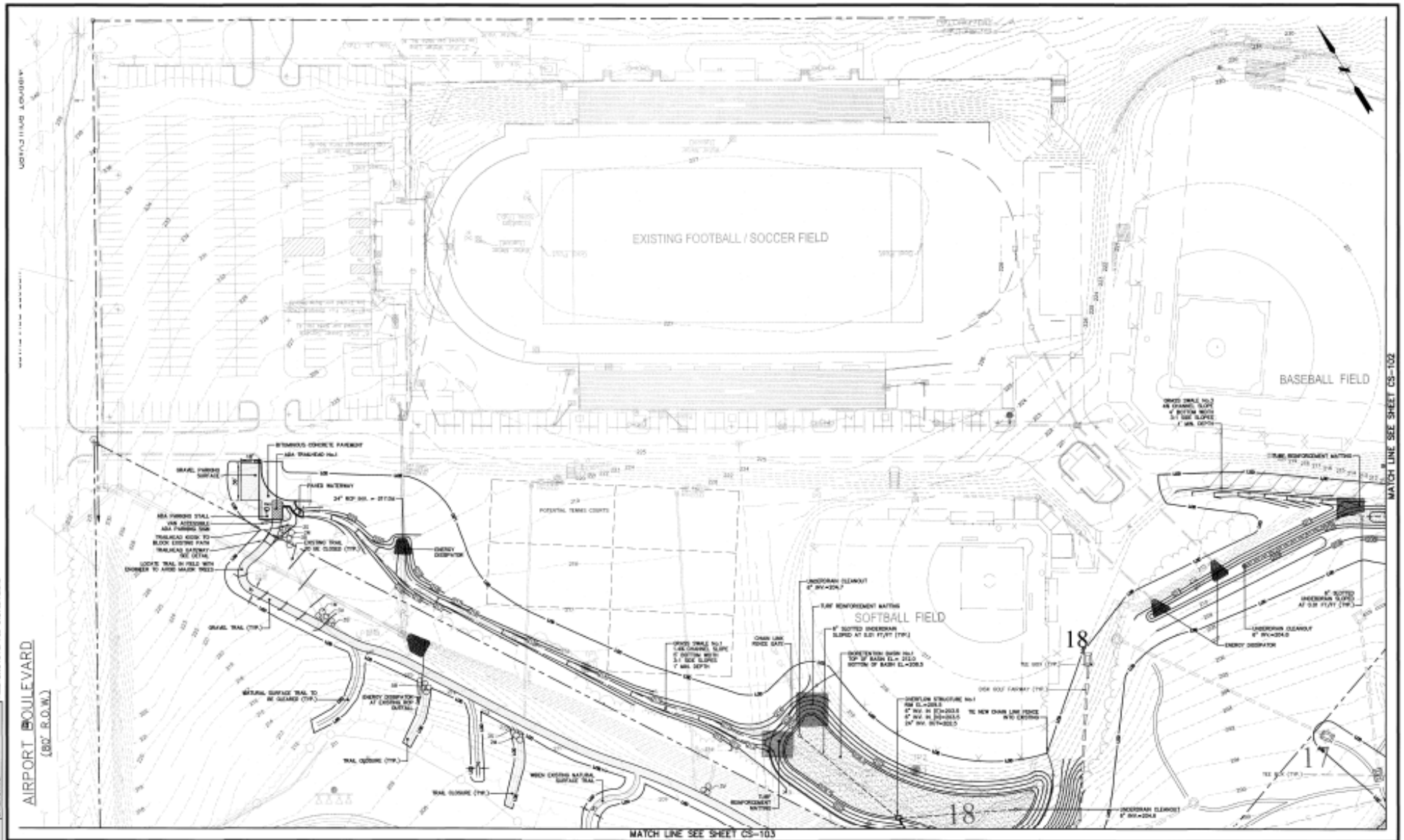
[Signature] 10/22/14

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



# **ATTACHMENT A**

## **Project Plans For Owens Field Trail Improvements and Stormwater Best Management Practices**



NO.	DATE	DESCRIPTION	DESIGNER	REVIEWER
3	12/03/2019	ISSUED FOR BIDDING	ASD	BSH
2	8/15/2019	ISSUED FOR PERMITTING	ASD	BSH
1				



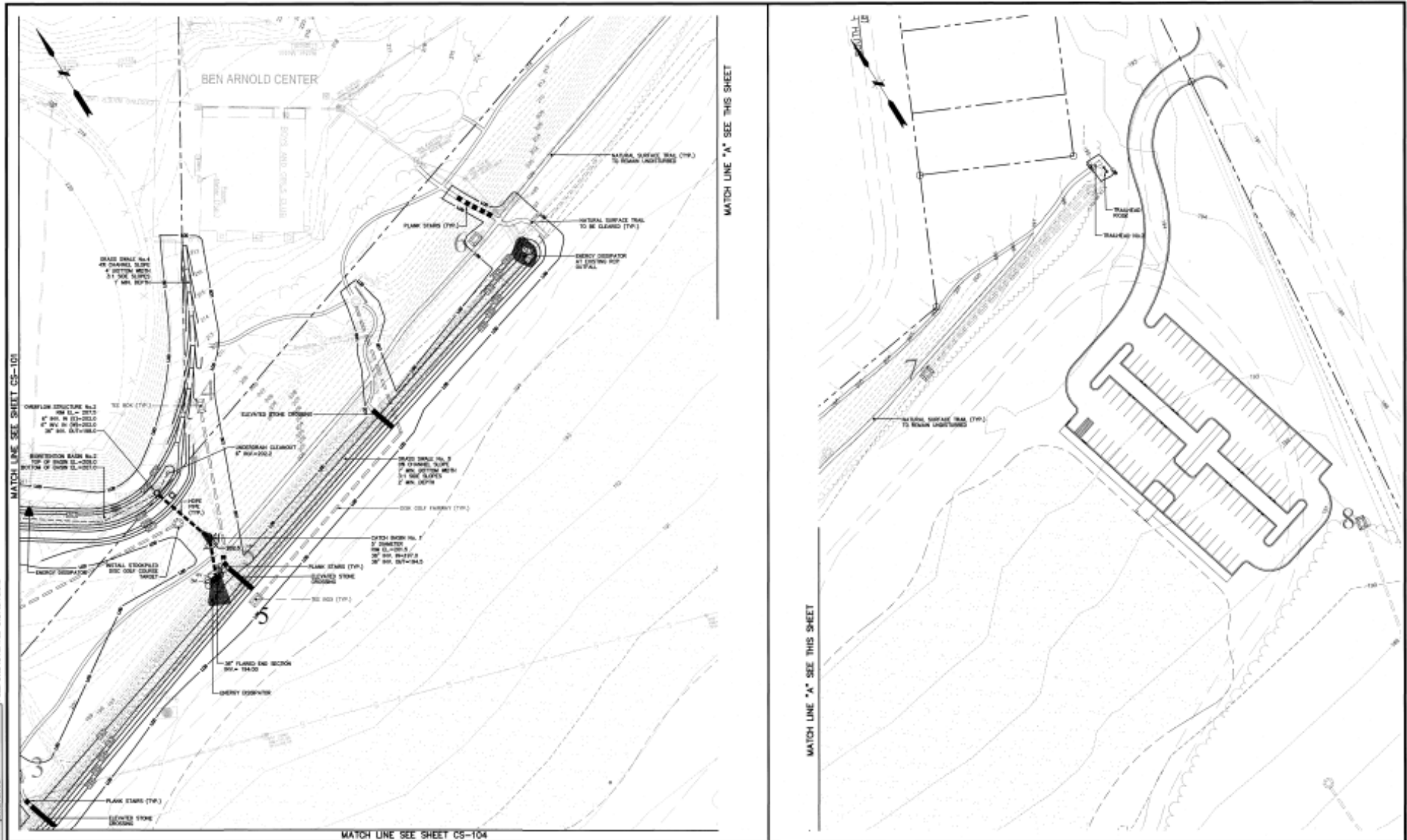
SCALE	HORIZ. 1" = 40'
VERTICAL	1" = 10'
GRAPHIC SCALE	0 20 40

**FUSS & O'NEILL**  
 171 LIND SE, SUITE B  
 COLUMBIA, SOUTH CAROLINA 29204  
 803.724.8800  
 www.fuss.com

RICHLAND COUNTY  
 OWENS FIELD PARK IMPROVEMENTS  
 SITE PLAN No.1  
 JIM HAMILTON BOULEVARD  
 COLUMBIA, SOUTH CAROLINA

PROJ. NO. 2019101-411  
 DATE: AUGUST 2019  
**CS-101**





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2	10/27/2018	ISSUED FOR PERMITTING		

SEAL

SEAL

SCALE	HORIZ.	VERT.
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		1" = 10'

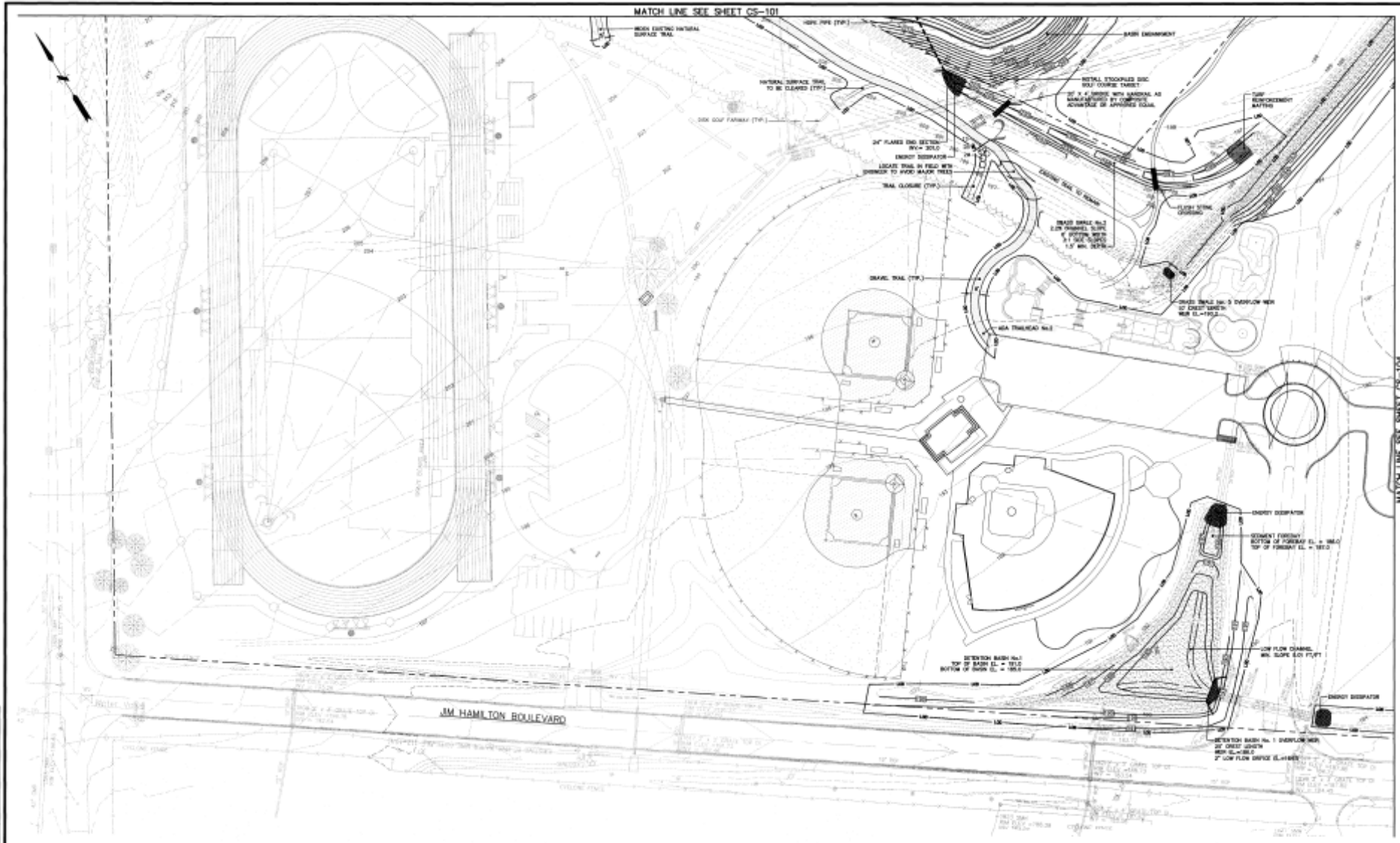
GRAPHIC SCALE

**FUSS & O'NEILL**  
 111 LEWIS ST., SUITE E  
 COLUMBIA, SOUTH CAROLINA 29906  
 803.726.5474  
 www.fussandoneill.com

RICHLAND COUNTY  
 OWENS FIELD PARK IMPROVEMENTS  
 SITE PLAN No. 2  
 JIM HAMILTON BOULEVARD  
 COLUMBIA SOUTH CAROLINA

PROJECT NO. 181120/181120/181120  
 SHEET NUMBER 001  
**CS-102**

FILE NO: Z:\WORK\2013\OWENS\OWENS\DWG\DWG\_3171.dwg, LAYOUT: CS-103, PLOT DATE: 2013-11-27 AM 10:48, USER: JHARRIS  
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NO.	DATE	DESCRIPTION	DESIGNER	PROJECT
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2	11/27/2013	ISSUED FOR PRINTING	JHARRIS	OWENS FIELD PARK IMPROVEMENTS

SEAL  
 SOUTH CAROLINA  
 PROFESSIONAL ENGINEER  
 J. HARRIS  
 11255

SEAL  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

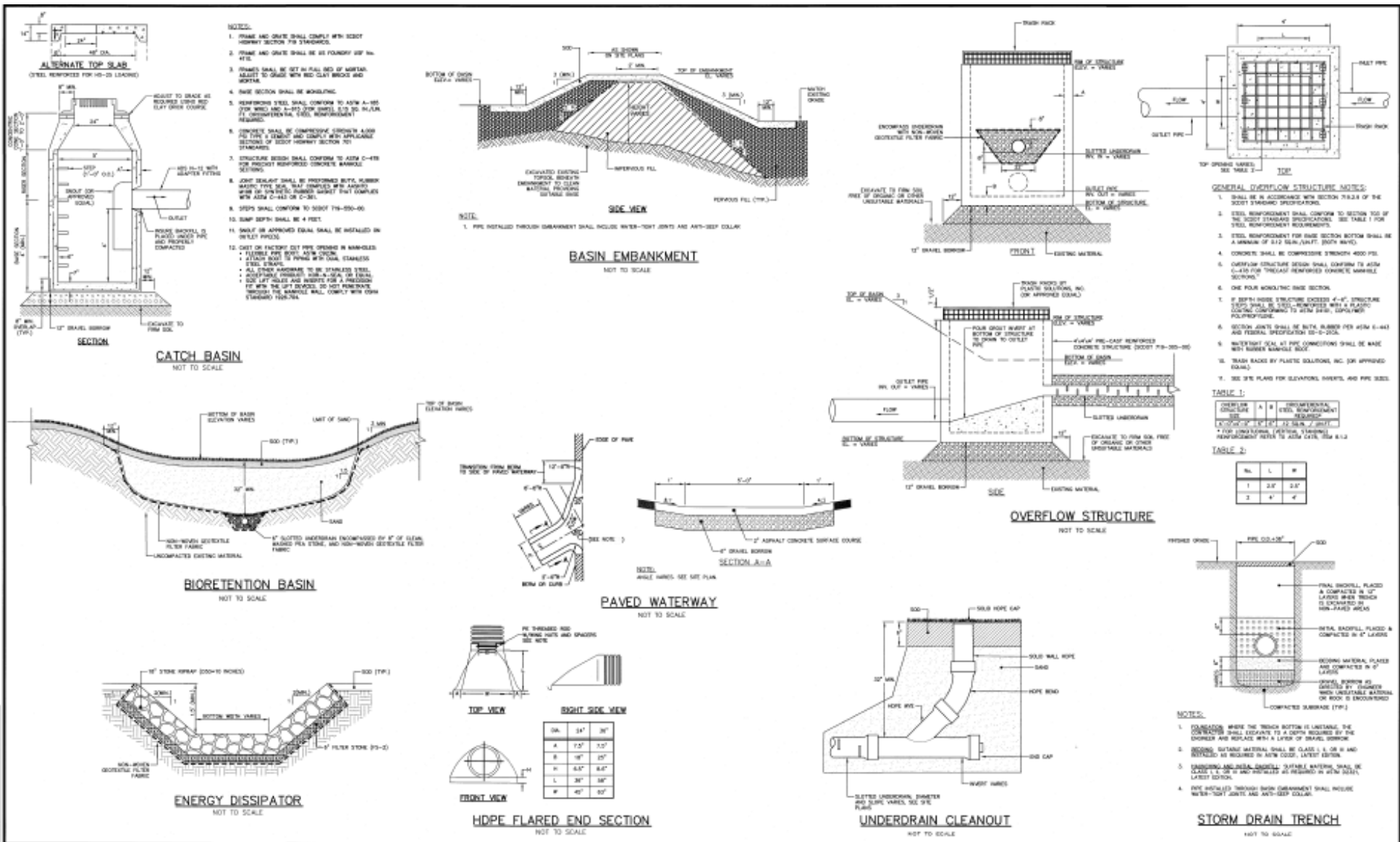
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RICHLAND COUNTY <b>OWENS FIELD PARK IMPROVEMENTS</b> SITE PLAN No.3 JIM HAMILTON BOULEVARD COLUMBIA, SOUTH CAROLINA
---

CS-103

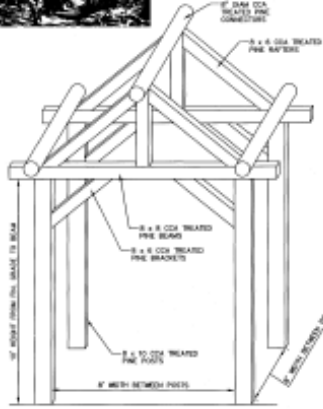


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 User: jh0111



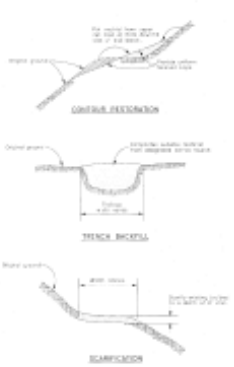
<p>DATE: _____</p> <p>DESCRIPTION: _____</p> <p>DESIGNED BY: _____</p> <p>CHECKED BY: _____</p> <p>SCALE: _____</p>		<p>SCALE: _____</p> <p>DATE: _____</p> <p>PROJECT: _____</p> <p>GRAPHIC SCALE: _____</p>	<p><b>FUSSELL &amp; O'NEILL</b>        171 LAUREL STREET        COLUMBIA, SOUTH CAROLINA 29201        803.733.1000        www.fossco.com</p>	<p><b>RICHLAND COUNTY</b>  <b>OWENS FIELD PARK IMPROVEMENTS</b>  <b>DETAILS</b>  <b>JIM HAMILTON BOULEVARD</b></p>	<p>PROJ. NO. 20181021-013        DATE: 10/28/2018</p> <p style="font-size: 2em; font-weight: bold;">CD-501</p>
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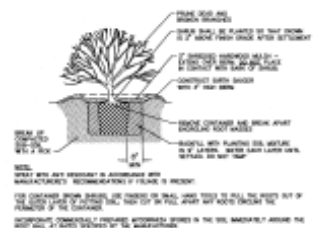
**TRAILHEAD GATEWAY**  
NOT TO SCALE

NOTES:  
1. SET POSTS IN CONCRETE FOOTING - SEE FRONT ELEVATION OF TRAILHEAD KIOSK.  
2. ALL FASTENERS TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A-153  
3. SUBMIT SHOP DRAWING FOR APPROVAL OF GATEWAY.



**TRAIL CLOSURE**  
NOT TO SCALE

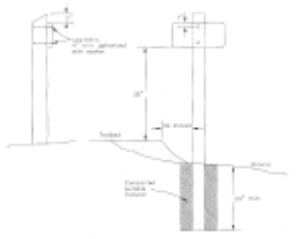
NOTE:  
COORDINATE TRAIL CLOSURE WITH ENGINEER



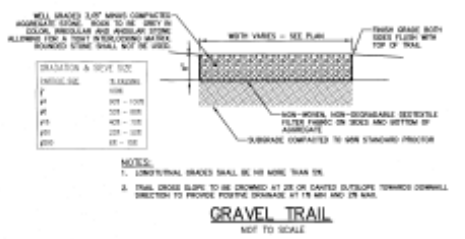
**SHRUB PLANTING**  
NOT TO SCALE

NOTE:  
SHRUBS MUST BE PLANTED IN ASSURANCE AND MANUFACTURER'S RECOMMENDATIONS IF PLANT IS PLANTING.  
USE CONCRETE BENCH MARKS OR CORNER TO NAIL AND TIES TO BE SET BY THE END OF THE DAY.  
APPROXIMATE DIMENSIONS SHOWN ARE IN THE FIELD, INDICATED BY THE RED DOTS AT THE END OF EACH DIMENSION LINE.

NO.	PLANT NAME	COMMON NAME	SIZE
1	CALLUNA V. AMERICANA	HEALTHYBERRY	18-24" HT.
2	TEA PROSTRATA	WINDY GREETING	18-24" HT.
3	WICKHAM ARBOREUM	SPARKLEBERRY	18-24" HT.



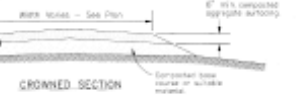
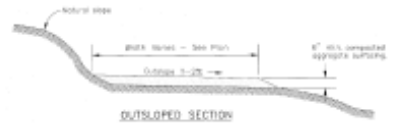
**DIRECTIONAL SIGN**  
NOT TO SCALE



**GRAVEL TRAIL**  
NOT TO SCALE

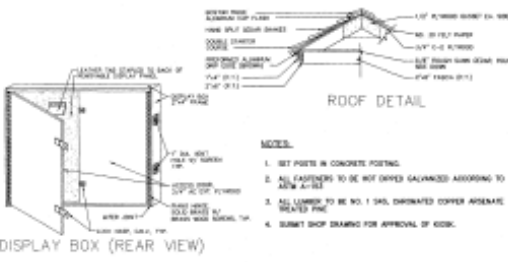
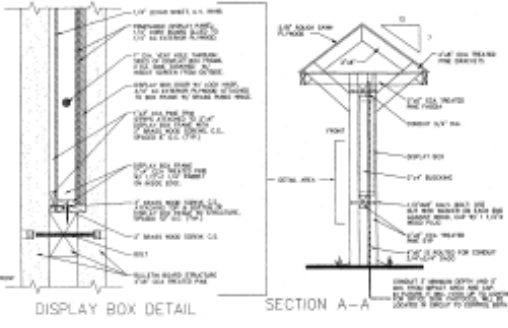
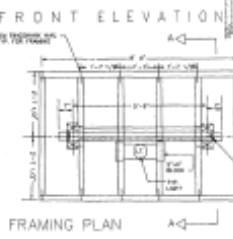
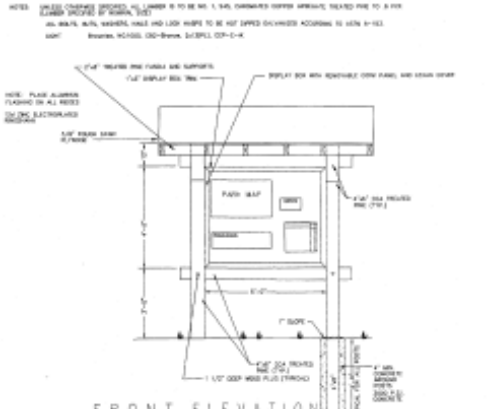
NOTES:  
1. DIRECTIONAL SIGNS SHALL BE NO MORE THAN 18".  
2. TRAIL CROSS SLOPE TO BE CROWNED AT 2% OR DATED OUTSIDE TOWARD CORNER DIRECTION TO PROVIDE POSITIVE DRAINAGE AT 1% MIN AND 2% MAX.

GRAVEL & SUEVE SIZE	THICKNESS	STRENGTH
#1	2"	100 - 1000
#2	1"	100 - 100
#3	1"	100 - 100
#4	1"	100 - 100
#5	1"	100 - 100
#6	1"	100 - 100



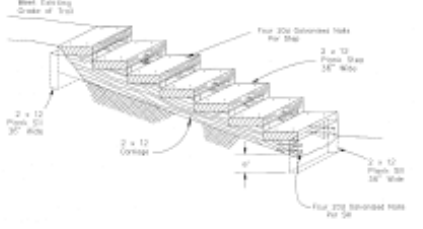
**GRAVEL TRAIL TYPICAL SECTIONS**  
NOT TO SCALE

NOTE:  
COORDINATE TRAIL WITH ENGINEER



**TRAILHEAD KIOSK**  
NOT TO SCALE

NOTES:  
1. SET POSTS IN CONCRETE FOOTING.  
2. ALL FASTENERS TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A-153  
3. ALL LAMBERS TO BE NO. 1 SGL. DRYMASTED COPPER ALUMINATE TREATED PINE.  
4. SUBMIT SHOP DRAWING FOR APPROVAL OF GATEWAY.



**PLANK STAIRS**  
NOT TO SCALE

NOTES:  
1. ALL LAMBERS TO BE NO. 1 SGL. DRYMASTED COPPER ALUMINATE TREATED PINE.  
2. SUBMIT SHOP DRAWING FOR APPROVAL OF PLANK STAIRS.

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 User: jfoote  
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 Title: TRAILHEAD KIOSK

NO.	DATE	DESCRIPTION	DESIGNED	CHECKED	REVIEWED
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2	10/27/2012	ISSUED FOR PRINTING			



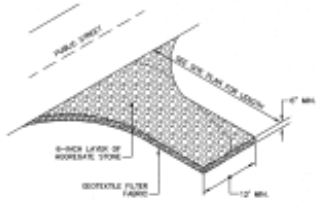
SCALE	1/8" = 1'-0"
GRAPHIC SCALE	



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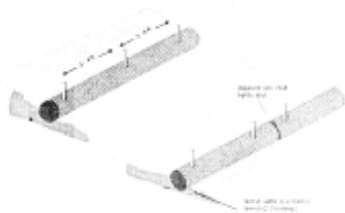
RICHLAND COUNTY  
 OWENS FIELD PARK IMPROVEMENTS  
 DETAILS  
 JIM HAMILTON BOULEVARD  
 COLUMBIA, SOUTH CAROLINA

PROJECT NO. 2012-04-01  
 DATE: AUGUST 2012  
**CD-503**

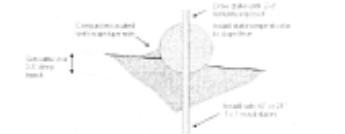


**CONSTRUCTION ENTRANCE**  
(SCDOT 815-505-000)

NOT TO SCALE



**Typical Wattle Installation Guide**



**Entranchment Detail**

- NOTES:**
1. WATTLES SHALL BE INSTALLED BY THE CONTRACTOR AS INDICATED ON THE CONTRACT DRAWINGS.
  2. WATTLES SHALL BE TRIMMED APPROXIMATELY 2-3 INCHES AND STAKED SUCH THAT WATTLES COMPLETELY CONTACT SOIL AND PRECLUDE UNDERMINING OR BLOWING. THE TRIMMED ENDS SHALL BE APPROXIMATELY 2 INCHES WIDE. STAKES SHALL BE SPACED THROUGH THE CENTER OF THE WATTLE AT A SPACING OF 12 INCHES OR GREATER AND NO LESS THAN 8" FROM THE EACH END OF THE WATTLE. STAKES SHALL BE 1/2-INCH BY 1-INCH ROUND STAKES WITH A LENGTH OF 36-INCH MINIMUM. CONTACT SOIL. ESCAPES TO SOIL ARE TO BE MADE IN APRIL SEE SEE.
  3. ENDS OF WATTLES SHALL BE TRIMMED BUT NOT OVERLAPPED SO THAT SOIL DOES NOT GET UNDER WATTLE IN PAVED SECTION. WATTLES SHALL BE FREE OF CHANGE OR DAMAGE WHEN DELIVERED TO THE SHOPPER. NO WATTLES SHALL BE OPEN OVER WATTLES.
  4. WATTLES SHALL BE 12-INCH WIDE MANUFACTURED BY NORTH AMERICAN BRUSH OR APPROVED EQUAL.

**WATTLE**

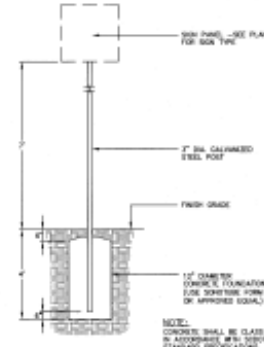
NOT TO SCALE



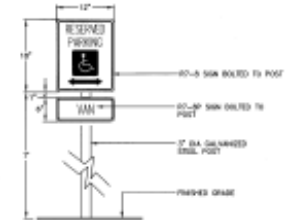
NOTE: SYMBOL SHALL BE CENTERED IN THE PARKING STALL.

**VAN ACCESSIBLE SYMBOL**

NOT TO SCALE



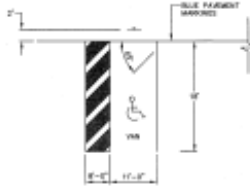
**SIGN BASE**



**VAN ACCESSIBLE HANDICAPPED PARKING SIGN**

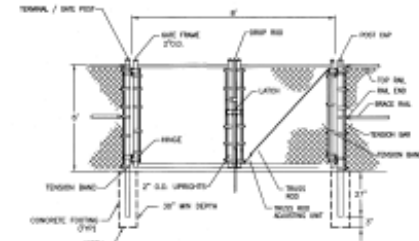
**VAN ACCESSIBLE ADA PARKING SIGNAGE**

NOT TO SCALE



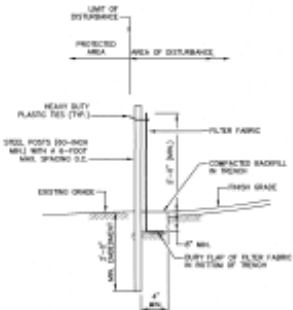
**ADA PARKING STALL**

NOT TO SCALE



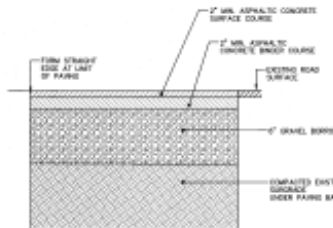
**CHAINLINK FENCE GATE**

NOT TO SCALE



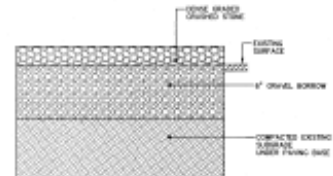
**SILT FENCE (SCDOT 815-605-000)**

NOT TO SCALE



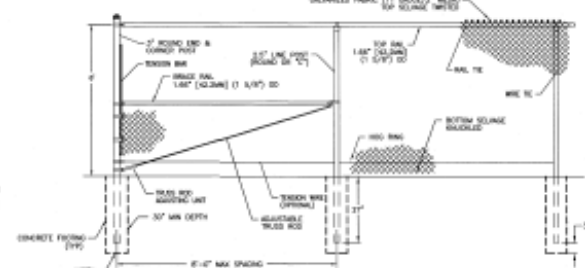
**BITUMINOUS CONCRETE PAVEMENT**

NOT TO SCALE



**GRAVEL PARKING SURFACE**

NOT TO SCALE



**CHAINLINK FENCE**

NOT TO SCALE

NO.	DATE	DESCRIPTION	DESIGNER	PREPARED
1	11/28/2013	ISSUED FOR BIDDING	AKC	DMH
2	8/21/2013	ISSUED FOR PERMITTING	AKC	DMH

SEAL

SCALE	HORIZ. NTS
VERT.	
SECTION	
HORIZ.	
VERT.	
GRAPHIC SCALE	

**f FUSS & O'NEILL**

10 FLYING ST. SUITE 100  
COLUMBIA, SOUTH CAROLINA 29204  
803.733.1000  
www.fuss.com

RICHLAND COUNTY  
OWENS FIELD PARK IMPROVEMENTS  
DETAILS  
JIM HAMILTON BOULEVARD  
COLUMBIA SOUTH CAROLINA

PROJECT No. 2013020426  
DATE APPROVED 04/15

**CD-504**

# ATTACHMENT B

## Project Budget

### County Project Funding

<b>Funding</b>				<b>\$ 485,065.00</b>
\$ 160,065.00	RC Conservation Department			
\$ 25,000.00	GCWA (from RC Stormwater)			
\$ 80,000.00	RC Stormwater (from City of Cola)			
\$ 50,000.00	City of Columbia			
\$ 170,000.00	SCDHEC 319 Grants			
\$ 485,065.00	total			

### City Project Funding

<b>Funding:</b>				<b><u>\$876,923.40</u></b>
<u>Miracle League/ Park Improvements</u>				
Ray Tanner:				\$329,190.30
City Council				\$225,000.00
Park Improvements (City of Columbia)				\$250,000.00
Sub Total				<b>\$804,190.30</b>
<u>Boundless Play</u>				
PARD Grant:				\$72,733.10



## Richland County Council Request of Action

**Subject:**

Council Motion Regarding the Release of Funds

April 26, 2016 - The Committee recommended that Council approve the release of \$52,000 being held in the Stormwater fund balance to be allocated for the dredging of silt from Lake Katherine.

## Richland County Council Request of Action

**Subject:** Council Motion Regarding the Release of Funds

### **A. Purpose**

Council is requested to consider a motion to approve the release of funds being held in the County's Stormwater fund balance previously allocated for the dredging of silt from Lake Katherine.

### **B. Background / Discussion**

At the April 5, 2016 Council meeting, Mr. Pearce brought forth the following motion:

“I move that Council approve the release of funds being held in the Stormwater fund balance previously allocated for the dredging of silt from Lake Katherine. The City of Columbia has agreed to fund the balance of this project.”

On 9/9/13, a Consent Decree (CD) was issued by the United States on behalf of the US Environmental Protection Agent (EPA) to the City of Columbia (City) for Clean Water Act Violations – see attached excerpt of CD.

Pursuant to the CD, a civil penalty of \$476,400 was paid by the City to the EPA and SC Department of Health and Environmental Control (DHEC).

EPA and DHEC each received half of the civil penalty or \$238,200.

DHEC is delegated by EPA to implement the compliance and enforcement of the Clean Water Act in SC. Given this information, and pursuant to the Pollution Control Act (see attached SC State Code), half of the civil penalty received by DHEC is allocated to the State of South Carolina's budget and the remaining half is allocated to the County where the violation occurred.

Subsequently, the \$119,100 that was paid to the County and received on 8/18/14 has been restricted to Stormwater's Fund balance.

In 2004, Wilber Smith Associates conducted a sediment deposit and mitigation study of Lake Katherine for the City of Columbia. In the report for the study, data was provided regarding the sediment load summary for the County and a cost estimate for the sediment removal from Lake Katherine (see attached, relevant, excerpts from the report)

This Council motion is requesting that Council approve the release of these funds to be used to assist the City in the dredging of silt from Lake Katherine.

### **C. Legislative / Chronological History**

- April 5, 2016 – Motion was made by Mr. Pearce at Council Meeting
- September 9, 2013 – a Consent Decree (CD) was issued by the United States on behalf of the US Environmental Protection Agent (EPA) to the City of Columbia (City) for Clean Water Act Violations

**D. Financial Impact**

The financial impact of this request would be \$119,100. This funding is available in the County’s Stormwater’s Fund balance.

**E. Alternatives**

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

**F. Recommendation**

Policy decision for Council.

Recommended by: Greg Pearce  
 Department: County Council District 6  
 Date: 4/13/2016

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 4/19/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

Request is a discretionary budget item for Council discretion. Recommendation is based agreement that funds are available as stated.

**Public Works**

Reviewed by: Ismail Ozbek Date: 4/19/2016  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

Based on Funds being available in Fund Balance and reserved for this purpose.

**Legal**

Reviewed by: Elizabeth McLean Date: 4/22/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: Policy decision left to Council’s discretion. We recommend that any use of these funds for a collaborative effort to dredge the Lake be done pursuant to an intergovernmental agreement between the parties.

**Administration**

Reviewed by: Warren Harley Date: 4/22/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

## Excerpt of CD – Section VII. Civil Penalty

revision of previously submitted and/or approved Deliverables. Columbia may revise previously approved Deliverables only with EPA's prior written approval. For any proposed revised Deliverable, Columbia shall comply with the public notification requirements of Paragraph 18 of this Consent Decree originally applicable to such Deliverable.

24. Certification. Columbia shall, by a person who meets the requirements for reports and other information under 40 CFR § 122.22(b), sign and certify all Deliverables, notices, documents or reports submitted to the United States and State pursuant to this Consent Decree as follows:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

### **VII. CIVIL PENALTY**

25. Within thirty (30) Days after the Effective Date of this Consent Decree, Columbia shall pay a total civil penalty in the amount of \$476,400, to be apportioned between the United States and the State as specified in paragraphs 26 and 27, below.

26. Columbia shall pay to the United States \$238,200 of the civil penalty by FedWire

Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Columbia, following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the District of South Carolina, 1441 Main Street, Suite 500, Columbia, S.C. 29201 (803) 929-3000. At the time of payment, Columbia shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States et al. v. City of Columbia, and shall reference the civil action number and DOJ case number 90-5-1-1-09954, to the United States in accordance with Section XIV of this Decree (Notices); by email to [acctreceivable.CINWD@epa.gov](mailto:acctreceivable.CINWD@epa.gov); and by mail to:

EPA Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

27. Columbia shall pay to the State a civil penalty of \$238,200 by check payable to the "South Carolina Department of Health and Environmental Control" within thirty (30) Days after the Effective Date of this Consent Decree. The check shall reference the case name and civil action number herein and shall be sent to:

Glenn Trofatter  
SCDHEC-Bureau of Water  
Water Pollution Control Division  
2600 Bull St.  
Columbia, South Carolina 29201

#### **VIII. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

28. Columbia shall implement a Supplemental Environmental Project (SEP), as

## **itle 48 - Environmental Protection and Conservation**

### **CHAPTER 1**

#### **Pollution Control Act**

##### **SECTION 48-1-10.** Short title; definitions.

This chapter may be cited as the "Pollution Control Act" and, when used herein, unless the context otherwise requires:

- (1) "Person" means any individual, public or private corporation, political subdivision, government agency, municipality, industry, copartnership, association, firm, trust, estate or any other legal entity whatsoever;
- (2) "Waters" means lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the State or within its jurisdiction;
- (3) "Marine district" means the waters of the Atlantic Ocean within three nautical miles from the coast line and all other tidal waters within the State;
- (4) "Sewage" means the water-carried human or animal wastes from residences, buildings, industrial establishments or other places, together with such ground water infiltration and surface water as may be present and the admixture with sewage of industrial wastes or other wastes shall also be considered "sewage";
- (5) "Industrial waste" means any liquid, gaseous, solid or other waste substance or a combination thereof resulting from any process of industry, manufacturing, trade or business or from the development of any natural resources;
- (6) "Other wastes" means garbage, refuse, decayed wood, sawdust, shavings, bark, sand, clay, lime, cinders, ashes, offal, oil, gasoline, other petroleum products or by-products, tar, dye stuffs, acids, chemicals, dead animals, heated substances and all other products, by-products or substances not sewage or industrial waste;
- (7) "Pollution" means (1) the presence in the environment of any substance, including, but not limited to, sewage, industrial waste, other waste, air contaminant, or any combination thereof in such quantity and of such characteristics and duration as may cause, or tend to cause the environment of the State to be contaminated, unclean, noxious, odorous, impure or degraded, or which is, or tends to be injurious to human health or welfare; or which damages property, plant, animal or marine life or use of property; or (2) the man-made or man-induced alteration of the chemical, physical, biological and radiological integrity of water;
- (8) "Standard" or "standards" means such measure of purity or quality for any waters in relation to their reasonable and necessary use as may after hearing be established;

(9) "Department" means the Department of Health and Environmental Control;

(10) "Sewage system" or "sewerage system" means pipelines and conductors, pumping stations, force mains and all other construction, devices and appliances appurtenant thereto used for conducting sewage, industrial waste or other wastes to a point of ultimate discharge;

(11) "Treatment works" means any plant, disposal field, lagoon, constructed drainage ditch or surface water intercepting ditch, incinerator, area devoted to sanitary land fills or other works not specifically mentioned herein, installed for the purpose of treating, neutralizing, stabilizing or disposing of sewage, industrial waste or other wastes;

(12) "Disposal system" means a system for disposing of sewage, industrial waste or other wastes, including sewerage systems and treatment works;

(13) "Outlet" means the terminus of a sewer system or the point of emergence of any water-borne sewage, industrial waste or other wastes, or the effluent therefrom, into the waters of the State;

(14) "Shellfish" means oysters, scallops, clams, mussels and other aquatic mollusks and lobsters, shrimp, crawfish, crabs and other aquatic crustaceans;

(15) "Ambient air" means that portion of the atmosphere outside of buildings and other enclosures, stacks, or ducts which surrounds human, plant, or animal life, water or property;

(16) "Air contaminant" means particulate matter, dust, fumes, gas, mist, smoke, or vapor, or any combination thereof produced by processes other than natural;

(17) "Source" means any and all points of origin of air contaminants whether privately or publicly owned or operated;

(18) "Undesirable level" means the presence in the outdoor atmosphere of one or more air contaminants or any combination thereof in sufficient quantity and of such characteristics and duration as to be injurious to human health or welfare, or to damage plant, animal or marine life, to property or which unreasonably interfere with enjoyment of life or use of property;

(19) "Emission" means a release into the outdoor atmosphere of air contaminants;

(20) "Environment" means the waters, ambient air, soil and/or land;

(21) "Effluent" means the discharge from a waste disposal system;

(22) "Effluent limitations" means restrictions or prohibitions of chemical, physical, biological, and other constituents which are discharged from point sources into State waters, including schedules of compliance;

(23) "Point source" means any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation or vessel, or other floating craft, from which pollutants are or

may be discharged.

HISTORY: 1962 Code Section 63-195; 1952 Code Section 70-101; 1950 (45) 2153; 1965 (54) 687; 1970 (56) 2512; 1973 (58) 788; 1975 (59) 241.

Editor's Note

2012 Act No. 198, Sections 4 and 5, provide as follows:

"SECTION 4. (A) There is created the 'Isolated Wetlands and Carolina Bays Task Force' to review, study, and make recommendations concerning issues related to isolated wetlands and Carolina Bays in South Carolina. The task force shall be comprised of the following members:

"(1) the Chairman of the Senate Agriculture and Natural Resources Committee, ex officio, or his designee, who shall serve as chairman;

"(2) the Chairman of the House of Representatives Agriculture, Natural Resources and Environmental Affairs Committee, ex officio, or his designee, who shall serve as vice chairman;

"(3) one member representing the South Carolina Chamber of Commerce;

"(4) one member representing the Coastal Conservation League;

"(5) one member representing the Conservation Voters of South Carolina;

"(6) one member representing the South Carolina Association of Realtors;

"(7) one member representing the South Carolina Association of Homebuilders, upon consultation with the South Carolina Association of General Contractors;

"(8) one member representing the South Carolina Farm Bureau;

"(9) one member representing the South Carolina Manufacturer's Alliance;

"(10) one member representing the South Carolina Chapter of the Sierra Club;

"(11) one member representing the South Carolina Wildlife Federation;

"(12) one member representing the Environmental Law Project; and

"(13) one member representing the utilities industry.

"(B) The task force shall meet as soon as practicable after the effective date of this act for organizational purposes.

"(C) The members of the task force shall serve without compensation and may not receive mileage or per diem.



"(D) Vacancies on the task force shall be filled in the same manner as the original appointment.

"(E) The task force shall compile a comprehensive inventory of existing data and information regarding Carolina Bays and isolated wetlands in South Carolina. The inventory, as far as possible, must identify the number, distribution, size, description, and characteristics of the Carolina Bays and isolated wetlands throughout the State. The task force also must compile a glossary of standard terms and definitions used when describing Carolina Bays and isolated wetlands, their various types, and characteristics.

"(F) During its review and study of Carolina Bays and isolated wetlands, and in its findings and recommendations, the task force shall consider at least:

"(1) the biological, hydrological, ecological, and economic values and services of Carolina Bays and isolated wetlands;

"(2) prior disturbances of Carolina Bays and isolated wetlands and the cumulative impacts of disturbances to isolated wetlands and their functions;

"(3) methods to avoid adverse impact on Carolina Bays and isolated wetlands;

"(4) methods to minimize adverse impact on Carolina Bays and isolated wetland functions that can be avoided;

"(5) manners of compensation for any loss of Carolina Bays and isolated wetland functions that cannot be avoided or minimized;

"(6) methods to provide public notice of wetlands permitting applications;

"(7) the utility of using a general permitting program for Carolina Bays and isolated wetlands disturbance, where practical;

"(8) the proper balance between the economic development value of a proposed permitted activity and the impact on Carolina Bays and isolated wetlands;

"(9) achieving a goal of 'no net loss' wetlands;

"(10) concerning proposals to impact Carolina Bays and isolated wetlands, including those appearing to be geographically isolated, the aggregate benefits and services of similarly situated wetlands in the watershed should be considered;

"(11) concerning mitigation for Carolina Bays and isolated wetland impacts, whether a watershed based approach should be followed in order to replace wetland functions and services where they are most needed in the impacted watershed; and

"(12) whether, and the extent to which, the standards used by the Department of Health and Environmental Control in evaluating discharges to federal wetlands can and should be used for non-federal wetlands.

"(G) The task force shall make a report of its findings and recommendations related to Carolina Bays to the General Assembly on or before January 1, 2013. The task force shall make a report of its findings and recommendations related to isolated wetlands on or before July 1, 2013, at which time the study committee terminates.

"(H) The staffing for the task force must be provided by the appropriate committees or offices of the Senate and House of Representatives. The task force may utilize staff of other government agencies with relevant issue area expertise upon request.

"SECTION 5. The term 'permit' as used in the Pollution Control Act is inclusive and intended to mean all permits, certifications, determinations, or other approvals required by law issued by the department, consistent with the definition of 'license' as found in Chapter 23, Title 1 of the Administrative Procedures Act."

**SECTION 48-1-20.** Declaration of public policy.

It is declared to be the public policy of the State to maintain reasonable standards of purity of the air and water resources of the State, consistent with the public health, safety and welfare of its citizens, maximum employment, the industrial development of the State, the propagation and protection of terrestrial and marine flora and fauna, and the protection of physical property and other resources. It is further declared that to secure these purposes and the enforcement of the provisions of this chapter, the Department of Health and Environmental Control shall have authority to abate, control and prevent pollution.

HISTORY: 1962 Code Section 63-195.1; 1952 Code Section 70-102; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-30.** Promulgation of regulations; approval of alternatives.

The Department shall promulgate regulations to implement this chapter to govern the procedure of the Department with respect to meetings, hearings, filing of reports, the issuance of permits and all other matters relating to procedure. The regulations for preventing contamination of the air may not specify any particular method to be used to reduce undesirable levels, nor the type, design, or method of installation or type of construction of any manufacturing processes or other kinds of equipment. Except where the Department determines that it is not feasible to prescribe or enforce an emission standard or standard of performance, it may, by regulation, specify equipment, operational practice, or emission control method, or combination thereof. The Department may grant approval for alternate equipment, operational practice, or emission control method, or combination thereof, where the owner or operator of a source can demonstrate to the Department that such alternative is substantially equivalent to that specified.

HISTORY: 1962 Code Section 63-195.6; 1952 Code Section 70-108; 1950 (46) 2153; 1965 (54) 687; 1970 (56) 2512; 1978 Act No. 557, Section 1.

**SECTION 48-1-40.** Adoption of standards for water and air.

The Department, after public hearing as herein provided, shall adopt standards and determine what qualities and properties of water and air shall indicate a polluted condition and these standards shall

be promulgated and made a part of the rules and regulations of the Department. The Department, in determining standards and designing the use of streams shall be guided by the provisions of this chapter.

HISTORY: 1962 Code Section 63-195.7; 1952 Code Section 70-109; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-50.** Powers of department.

The Department may:

(1) Hold public hearings, compel attendance of witnesses, make findings of fact and determinations and assess such penalties as are herein prescribed;

(2) Hold hearings upon complaints or upon petitions in accordance with Section 48-1-140 or as otherwise provided in this chapter;

(3) Make, revoke or modify orders requiring the discontinuance of the discharge of sewage, industrial waste or other wastes into any waters of the State, or the discharge of air contaminants into the ambient air so as to create an undesirable level, resulting in pollution in excess of the applicable standards established. Such orders shall specify the conditions and time within which such discontinuance must be accomplished;

(4) Institute or cause to be instituted, in a court of competent jurisdiction, legal proceedings, including an injunction, to compel compliance with the provisions of this chapter or the determinations, permits and permit conditions and orders of the Department. An injunction granted by any court shall be issued without bond;

(5) Issue, deny, revoke, suspend or modify permits, under such conditions as it may prescribe for the discharge of sewage, industrial waste or other waste or air contaminants or for the installation or operation of disposal systems or sources or parts thereof; provided, however, that no permit shall be revoked without first providing an opportunity for a hearing;

(6) Conduct studies, investigations and research with respect to pollution abatement, control or prevention. Such studies shall include but not be limited to, air control, sources, disposal systems and treatment of sewage, industrial waste or other wastes, by all scientific methods and, if necessary, of the use of mobile laboratories;

(7) Settle or compromise any action or cause of action for the recovery of a penalty or damages under this chapter as it may deem advantageous to the State;

(8) Cooperate with the governments of the United States or other states or State agencies or organizations, official or unofficial, in respect to pollution control matters or for the formulation of interstate pollution control compacts or agreements;

(9) Prepare and develop a general comprehensive program for the abatement, control and prevention of air and water pollution;

(10) Require to be submitted to it and consider for approval plans for disposal systems or sources or any parts thereof and inspect the construction thereof for compliance with the approved plans;

(11) Administer penalties as otherwise provided herein for violations of this chapter, including any order, permit, regulation or standards;

(12) Accept, receive and administer grants or other funds or gifts for the purpose of carrying out any of the purposes of this chapter; accept, receive and receipt for Federal money given by the Federal government under any Federal law to the State of South Carolina for air or water control activities, surveys or programs;

(13) Encourage voluntary cooperation by persons, or affected groups in restoration and preservation of a reasonable degree of purity of air and water;

(14) Collect and disseminate information on air or water control;

(15) Approve projects for which applications for loans or grants under the Federal Water Pollution Control Act or the Federal Air Quality Act are made by any municipality (including any city, town, district, or other public body created by or pursuant to the laws of this State and having jurisdiction over disposal of sewage, industrial wastes or other wastes) or agency of this State or by an interstate agency;

(16) Participate through its authorized representatives in proceedings under the Federal Water Pollution Control Act or the Federal Air Quality Act to recommend measures for abatement of water pollution originating in this State;

(17) Take all action necessary or appropriate to secure to this State the benefits of the Federal Water Pollution Control Act or the Federal Air Quality Act and any and all other Federal and State acts concerning air and water pollution control;

(18) Consent on behalf of the State to request by the Federal Security Administrator to the Attorney General of the United States for the bringing of suit for abatement of such pollution;

(19) Consent to the joinder as a defendant to such suit of any person who is alleged to be discharging matter contributing to the pollution, abatement of which is sought in such suit;

(20) Conduct investigations of conditions in the air or waters of the State to determine whether or not standards are being contravened and the origin of materials which are causing the polluted condition;

(21) Establish the cause, extent and origin of damages from waste including damages to the fish, waterfowl, and other aquatic animals and public property which result from the discharge of wastes to the waters of the State;

(22) Require the owner or operator of any source or disposal system to establish and maintain such operational records; make reports; install, use, and maintain monitoring equipment or methods; sample and analyze emissions or discharges in accordance with prescribed methods, at locations, intervals, and procedures as the Department shall prescribe; and provide such other information as

the Department reasonably may require;

(23) Adopt emission and effluent control regulations, standards and limitations that are applicable to the entire State, that are applicable only within specified areas or zones of the State, or that are applicable only when a specified class of pollutant is present;

(24) Enter at all times in or upon any property, public or private, for the purpose of inspecting and investigating conditions relating to pollution or the possible pollution of the environment of the State. Its authorized agents may examine and copy any records or memoranda pertaining to the operation of a disposal system or source that may be necessary to determine that the operation thereof is in compliance with the performance as specified in the application for a permit to construct; provided, however, that if such entry or inspection is denied or not consented to, and no emergency exists, the Department is empowered to and shall obtain from the magistrate from the jurisdiction in which such property, premise or place is located, a warrant to enter and inspect any such property, premise or place prior to entry and inspection. The magistrate of such jurisdiction is empowered to issue such warrants upon a proper showing of the needs for such entry and inspection. The results of any such inspection and investigation conducted by the Department shall be reduced to writing and a copy shall be furnished to the owner or operator of the source or disposal system; and

(25) Issue orders prohibiting any political entity having the authority to issue building permits from issuing such permits when the political entity has been ordered to correct a condition which has caused or is causing pollution. Provided, that no such order shall be issued until the State is capable of participating in Federal, State and local cost-sharing arrangements for municipal waste treatment facilities as set forth in the Clean Water Restoration Act of 1966.

HISTORY: 1962 Code Section 63-195.8; 1952 Code Sections 70-110, 70-111; 1950 (46) 2153; 1965 (54) 687; 1969 (56) 764; 1970 (56) 2512; 1973 (58) 788; 1974 (58) 2334; 1975 (59) 241.

**SECTION 48-1-55.** Use of local personnel to monitor water quality in county where oyster factory located.

On any navigable river in this State where an oyster factory is located, the Department of Health and Environmental Control may utilize qualified personnel of the county or municipality in whose jurisdiction the factory operates to assist with the monitoring of water quality and other environmental standards the department is required to enforce. The assistance may be provided at the request of the department and upon the consent of the county or municipality concerned.

HISTORY: 2009 Act No. 22, Section 1, eff May 19, 2009.

**SECTION 48-1-60.** Classification and standards of quality and purity of the environment authorized after notice and hearing.

It is recognized that, due to variable factors, no single standard of quality and purity of the environment is applicable to all ambient air, land or waters of the State. In order to attain the objectives of this chapter, the Department, after proper study and after conducting a public hearing upon due notice, shall adopt rules and regulations and classification standards. The classification and the standards of quality and purity of the environment shall be adopted by the Department in

relation to the public use or benefit to which such air, land or waters are or may, in the future, be put. Such classification and standards may from time to time be altered or modified by the Department.

The adoption of a classification of the waters and the standards of quality and purity of the environment shall be made by the Department only after public hearing on due notice as provided by this chapter.

**HISTORY:** 1962 Code Section 63-195.9; 1952 Code Section 70-112; 1950 (46) 2153; 1970 (56) 2512; 1973 (58) 788.

**SECTION 48-1-70.** Matters which standards for water may prescribe.

The standards for water adopted pursuant to this chapter may prescribe:

- (1) The extent, if any, to which floating solids may be permitted in the water;
- (2) The extent to which suspended solids, colloids or a combination of solids with other substances suspended in water may be permitted;
- (3) The extent to which organisms of the coliform group (intestinal bacilli) or any other bacteriological organisms may be permitted in the water;
- (4) The extent of the oxygen which may be required in receiving waters; and
- (5) Such other physical, chemical or biological properties as may be necessary for the attainment of the objectives of this chapter.

**HISTORY:** 1962 Code Section 63-195.10; 1952 Code Section 70-113; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-80.** Considerations in formulating classification and standards for water.

In adopting the classification of waters and the standards of purity and quality, consideration shall be given to:

- (1) The size, depth, surface area covered, volume, direction, rate of flow, stream gradient and temperature of the water;
- (2) The character of the district bordering such water and its peculiar suitability for the particular uses and with a view to conserving it and encouraging the most appropriate use of the lands bordering on such water for residential, agricultural, industrial or recreational purposes;
- (3) The uses which have been made, are being made or may be made of such waters for transportation, domestic and industrial consumption, irrigation, bathing, fishing and fish culture, fire prevention, sewage disposal or otherwise; and
- (4) The extent of present defilement or fouling of such waters which has already occurred or

resulted from past discharges therein.

HISTORY: 1962 Code Section 63-195.11; 1952 Code Section 70-114; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-83.** Dissolved oxygen concentration depression; procedures to obtain site-specific effluent limit.

(A) The department shall not allow a depression in dissolved oxygen concentration greater than 0.1 mg/l in a naturally low dissolved oxygen waterbody unless the requirements of this section are all satisfied by demonstrating that resident aquatic species shall not be adversely affected. The provisions of this section apply in addition to any standards for a dissolved oxygen depression in a naturally low dissolved oxygen waterbody promulgated by the department by regulation.

(B) A party seeking a site-specific effluent limit related to dissolved oxygen pursuant to this section must notify the department in writing of its intent to obtain the depression. Upon receipt of the written notice of this intent, the department shall within thirty days publish a public notice indicating the party seeking the dissolved oxygen depression and the specific site for which the dissolved oxygen depression is sought in addition to the department's usual public notice procedures. The notice shall be in the form of an advertisement in a newspaper of statewide circulation and in the local newspaper with the greatest general circulation in the affected area. If within thirty days of the publication of the public notice the department receives a request to hold a public hearing from at least twenty citizens or residents of the county or counties affected, the department shall conduct such a hearing. The hearing must be conducted at an appropriate location near the specific site for which the dissolved oxygen depression is sought and must be held within ninety days of the publication of the initial public notice by the department.

(C) The department, in consultation with the Department of Natural Resources and the Environmental Protection Agency, shall provide a general methodology to be used for consideration of a site-specific effluent limit related to dissolved oxygen.

(D) The party seeking a site-specific effluent limit related to dissolved oxygen must conduct a study:

(1) to determine natural dissolved oxygen conditions at the specific site for which the depression is sought. The study must use an appropriate reference site. The reference site is not restricted to the State but must have similar geography, environmental setting, and climatic conditions. However, if an appropriate reference site cannot be located, the party may use a site-specific dynamic water quality model or, if available, a site-specific multidimensional dynamic water quality model.

(2) to assess the ability of aquatic resources at the specific site for which the dissolved oxygen depression is sought to tolerate the proposed dissolved oxygen depression.

(E) The department shall provide the following agencies sixty days in which to review and provide comments on the design of the scientific study required in subsection (D):

(1) the United States Fish & Wildlife Service of the United States Department of the Interior;

- (2) the United States Geological Survey of the United States Department of the Interior;
- (3) the National Ocean Service of the United States Department of Commerce and the National Marine Fisheries Service of the United States Department of Commerce; and
- (4) The Department of Natural Resources.

The department and the Department of Natural Resources shall select and convene a science peer review committee to review the design of the study as required by subsection (D). The department and the Environmental Protection Agency must concur on the final design before a study is initiated. Justification of any objection to the study design must be based solely on scientific considerations. Objections to the study design must be provided in writing by the department to the party seeking a site-specific effluent limit related to dissolved oxygen.

(F) The department shall provide the following agencies sixty days to review and comment on the results of the studies required in subsection (D):

- (1) the United States Fish and Wildlife Service of the United States Department of the Interior;
- (2) the United States Geological Survey of the United States Department of the Interior; and
- (3) the National Ocean Service of the United States Department of Commerce and the National Marine Fisheries Service of the United States Department of Commerce.

In order for a site-specific effluent limit related to dissolved oxygen to be implemented pursuant to this section, the department, the Department of Natural Resources and the Environmental Protection Agency must concur that the results of the study required in subsection (D) justify its implementation. In reaching a decision on the study results, the department and the Department of Natural Resources must base their decision upon the entire record, taking into account whatever in the record detracts from the weight of the decision, and must be supported by evidence that a reasonable mind might accept as adequate to support the decision. Objections to the acceptance of the results of the study must be provided in writing by the department to the party seeking a site-specific effluent limit related to dissolved oxygen.

HISTORY: 1999 Act No. 106, Section 1; 2010 Act No. 134, Section 1, eff March 30, 2010.

#### Effect of Amendment

The 2010 amendment substituted "0.1" for "0.10" in the first sentence of subsection (A).

#### **SECTION 48-1-85.** Requirements for houseboats with marine toilets.

(A) It is unlawful for a person to operate or float a houseboat on the waters of this State unless it has a marine toilet that discharges only into a holding tank.

(B) As used in this section:

- (1) "Holding tank" means a container designed to receive and hold sewage and other wastes



discharged from a marine toilet and constructed and installed in a manner so that it may be emptied only by pumping out its contents.

(2) "Houseboat" means watercraft primarily used as habitation and not used primarily as a means of transportation.

(3) "Marine toilet" includes equipment for installation on board a houseboat designed to receive, retain, treat, or discharge sewage. A marine toilet must be equipped with a holding tank.

(C) When an owner of a houseboat having a marine toilet applies to the Department of Natural Resources for a certificate of title pursuant to Section 50-23-20, he shall certify in the application that the toilet discharges only into a holding tank.

(D) Houseboat holding tanks may be emptied only by a pump-out system permitted by the South Carolina Department of Health and Environmental Control.

(E) A person who violates this section is guilty of a misdemeanor and, upon conviction, must be fined not more than two hundred dollars for each day's violation or imprisoned not more than thirty days, or both.

HISTORY: 1992 Act No. 334, Section 1; 1993 Act No. 181, Section 1172; 2007 Act No. 33, Section 2, eff upon approval (became law without the Governor's signature on May 24, 2007).

#### Effect of Amendment

The 2007 amendment, in subsection (A), substituted "waters of this State unless it has a marine toilet that discharges" for "freshwaters of this State having a marine toilet unless it discharges"; and, in paragraph (B)(2), substituted "watercraft primarily used as habitation" for "a vessel which is used primarily as a residence".

#### **SECTION 48-1-87. Aquatic Life Protection Act.**

(A) In order to provide for the survival and propagation of a balanced community of aquatic flora and fauna as set forth in Regulation 61-68 in a manner consistent with Section 48-1-20, the department shall, where necessary to protect aquatic life, impose NPDES permit limitations for whole effluent toxicity (WET) based on the mixing zone authorized in subsection (C), where the department determines that a discharge causes or has the reasonable potential to cause or contribute to an excursion of a water quality criterion in Regulation 61-68, other than numeric criteria for specific pollutants, that apply to the protection of aquatic organisms.

(B) As directed by this section, the department may promulgate regulations to implement WET tests that calibrate EPA's standard toxicity testing species and methods to the natural water chemistry representative of the lakes, streams, groundwater, and stormwater runoff of this State. In developing these regulations the department may use the findings of any scientifically defensible study it may conduct and may use other pertinent peer reviewed studies or conclusions. In the interim, this section shall not be construed to limit the department's authority to impose WET limits.

(C) For purposes of performing WET reasonable potential determinations for a specific discharge

and, where justified, setting WET permit limitations for that discharge, the department, notwithstanding any other provision of law shall:

(1) develop procedures to allow up to one hundred percent dilution in waterbodies, based on the 7Q10 flow as defined by Regulation 61-68, where justified by the permittee or permit applicant and approved by the department;

(2) use stream flow conditions other than those described in item (1) where justified by hydrological controls that are capable of ensuring critical flow conditions higher than the respective ten-year flows identified in item (1), to evaluate acute and chronic exposure;

(3) use, for stormwater discharges, a representative flow greater than 7Q10 flow, as demonstrated on a site-specific basis, with any resulting WET permit limitations comprising only those expressed in terms of acute survival endpoints;

(4) consider such mixing calculations as described in items (1), (2), and (3) to be consistent with its policy set forth in Regulation 61-68 for minimizing mixing zones;

(5) give consideration to compliance with numeric criteria and actual instream biological conditions, in the absence of a valid scientific correlation between sublethal WET test results and the biological integrity of representative lakes, streams, and estuaries in this State, wherein biological integrity includes the richness, abundance, and balanced community structure of indigenous aquatic organisms;

(6) allow, at the request of the permittee, the use of ambient receiving waters as control and dilution waters in WET tests;

(7) exempt once-through, noncontact cooling water, which contains no additives, from toxicity requirements; and

(8) allow dischargers to use WET testing protocols that utilize alternative species in accordance with applicable EPA regulations and guidance.

(D) No part of this section shall be construed to limit the department's authority to adopt water quality criteria, to impose permit limits for specific chemical pollutants, to obligate the department to revalidate existing water quality criteria, or to establish additional water quality criteria for specific chemical pollutants. The department, whenever appropriate, shall utilize the flexibility of interpretation concerning WET testing and the use of WET test results provided by EPA.

(E) For the purpose of implementing Section 48-1-20 and Regulation 61-68:

(1) "propagation" is defined in Regulation 61-68;

(2) "biological integrity" means a measure of the health of an aquatic or marine ecosystem using the richness and abundance of species as the primary indicator, and "biological integrity" is a key component of an "instream bioassessment";

(3) "sublethal toxicity tests" means laboratory experiments that measure the nonlethal biological

effects, including, but not limited to, growth or reproduction, of effluents or receiving waters on aquatic organisms;

(4) "calibrate" means a process to establish the baseline control condition based on the normal range of biological responses likely to occur when standard test organisms are exposed to various nontoxic waters sampled from streams and lakes throughout the State.

(F) For any NPDES permit that was taken over by EPA due to provisions of Act 258 of 2004 from July 1, 2004, through the effective date of this subsection as revised by the provisions of this 2005 act, the department shall convey to EPA, through the certification process (40 C.F.R. Part 124.53), any additional requirements mandated under state law. Moreover, notwithstanding any other provision of law or regulation, the requirement for a counterpart state permit for any such discharge is waived. Alternatively, at the request of the permittee, the department may waive the certification process and issue a state permit. However, affected permittees shall submit applications for reissuance to the department in accordance with Regulation 61-9, at least one hundred eighty days in advance of the expiration of the federal permits. At the discretion of the department, the annual fees for NPDES permits in Regulation 61-30 may continue to be charged, when certifying a federal permit, if the department waives the certification fee.

(G) The department shall reduce or eliminate WET monitoring requirements, as appropriate, in accordance with permit modification processes contained in Regulation 61-9, where dischargers demonstrate that their effluents do not demonstrate reasonable potential.

HISTORY: 2004 Act No. 258, Section 2; 2005 Act No. 25, Section 1.

**SECTION 48-1-90.** Causing or permitting pollution of environment prohibited; remedies.

(A)(1) It is unlawful for a person, directly or indirectly, to throw, drain, run, allow to seep, or otherwise discharge into the environment of the State organic or inorganic matter, including sewage, industrial wastes, and other wastes, except in compliance with a permit issued by the department.

(2) The permit requirements of subsection (A)(1), Section 48-1-100, and Section 48-1-110 do not apply to:

(a) discharges in a quantity below applicable threshold permitting requirements established by the department;

(b) discharges for which the department has no regulatory permitting program;

(c) discharges exempted by the department from permitting requirements; or

(d) normal farming, silviculture, aquaculture, ranching, and wildlife habitat management activities that are not prohibited by or otherwise subject to regulation.

(3) Subsection (A)(2) must not be construed to:

(a) impair or affect common law rights;

(b) repeal prohibitions or requirements of other statutory law or common law; or

(c) diminish the department's authority to abate public nuisances or hazards to public health or the environment, to abate pollution as defined in Section 48-1-10(7), or to respond to accidental discharges or spills.

(4) A person must first petition the department in writing for a declaratory ruling as to the applicability of a specific, existing regulatory program to a proposed or existing discharge into the environment, provided that the proposed or existing discharge is not exempt or excluded from permitting as is set forth in subsection (A)(2). The person proposing to emit or emitting such discharge must be named on and served with the petition. The department must, within sixty days after receipt of such petition, issue a declaratory ruling as to the applicability of such program to such discharge. If the department determines a permit is required under such program and that no exception or exclusion exists, including, but not limited to, the exceptions set forth in subsection (A)(2), the department must issue a declaration requiring the submission of an application to permit such discharge pursuant to the applicable permitting program. If the department further determines that immediate action is necessary to protect the public health or property due to such unpermitted discharge, the department may further declare the existence of an emergency and order such action as the department deems necessary to address the emergency. Any person to whom such emergency order is directed may apply directly to the Administrative Law Court for relief and must be afforded a hearing within forty-eight hours. Regardless of whether a hearing is held, the department must revoke all emergency orders as soon as conditions or operations change to the extent that an emergency no longer exists. A party contesting any department decision on a petition may request a contested case hearing in the Administrative Law Court. Notwithstanding the administrative remedy provided for in this section, no private cause of action is created by or exists under this chapter.

(B)(1) A person who discharges organic or inorganic matter into the waters of this State as described in subsection (A) to the extent that the fish, shellfish, aquatic animals, wildlife, or plant life indigenous to or dependent upon the receiving waters or property is damaged or destroyed is liable to the State for the damages. The action must be brought by the State in its own name or in the name of the department.

(2) The amount of a judgment for damages recovered by the State, less costs, must be remitted to the agency, commission, department, or political subdivision of the State that has jurisdiction over the fish, shellfish, aquatic animals, wildlife, or plant life or property damaged or destroyed.

(3) The civil remedy provided in subsection (B)(2) is not exclusive, and an agency, commission, department, or political subdivision of the State with appropriate authority may undertake in its own name an action to recover damages independent of this subsection.

HISTORY: 1962 Code Section 63-195.12; 1952 Code Section 70-116; 1950 (46) 2153; 1969 (56) 764; 1970 (56) 2512; 1975 (59) 241; 2012 Act No. 198, Section 1, eff June 6, 2012.

Effect of Amendment

The 2012 amendment rewrote the section.

**SECTION 48-1-95.** Wastewater utilities; procedures for significant spills.

(A) As used in this section:

(1) "Action plan" or "plan" means a schedule for implementing and completing repairs, upgrades, and improvements needed to minimize future repetitive significant spills of untreated or partially treated domestic sewage.

(2) "Capacity, Management, Operation, and Maintenance or 'CMOM' plan" means a comprehensive, dynamic framework for wastewater utilities to identify and incorporate widely accepted wastewater industry practices to:

(a) better manage, operate, and maintain collection systems;

(b) investigate capacity constrained areas of the collection system; and

(c) respond to sanitary sewer overflow events.

(3) "Comprehensive review" or "review" means a complete technical assessment of the components and operation of a sewage system or its treatment works that are contributing to, or may be contributing to, repetitive significant spills of untreated or partially treated domestic sewage.

(4) "Department" means the Department of Health and Environmental Control.

(5) "Significant spill" means a net discharge from a wastewater utility of at least five thousand gallons of untreated or partially treated domestic sewage that could cause a serious adverse impact on the environment or public health. "Significant spill" does not include spills caused by a natural disaster, direct act of a third party, or other act of God.

(6) "Wastewater utility" or "utility" means the operator or owner of a sewage collection system or its treatment works providing sewer service to the public. "Wastewater utility" does not include manufacturers, electric utilities, agricultural operations, and wastewater treatment systems located on property owned by the federal government.

(B) Utilities must verbally notify the department of any significant spill within twenty-four hours and by written submission within five days.

(C) Upon receiving notice of a significant spill from a wastewater utility, the department must determine whether the responsible wastewater utility has had more than two significant spills per one hundred miles of its sewage collection system, in the aggregate and excluding private service laterals, during the twelve-month period up to and including the date of the significant spill.

(D)(1) If the wastewater utility has had more than two significant spills per one hundred miles of its aggregate collection system miles during a twelve-month period, the department shall issue an order directing the utility to complete a comprehensive review of the sewage system and treatment works facility identified pursuant to subsection (C), or if the wastewater utility has a Capacity, Management, Operations, and Maintenance plan in place directing the utility to update this plan, the order must include, but is not limited to:

- (a) the submission of the findings of the comprehensive review or CMOM update; and
- (b) the required implementation of any plans to minimize the recurrence of such significant spills.

(2) The comprehensive review, pursuant to item (1), must be performed by a licensed South Carolina professional engineer.

(3) Unless the department's order is being appealed, the comprehensive review or CMOM update must be initiated by the wastewater utility's owner within two months of receiving an order from the department or, in the case of an appeal, within two months from the date the order becomes final and nonappealable.

(E) The department shall require that all wastewater utilities provide public notice of any significant spill of five thousand gallons or more within twenty-four hours of the discovery. Where the responsible wastewater utility does not provide this notice, in addition to any enforcement response, the department shall provide public notice of the significant spill.

(F) Nothing in this section contravenes the department's ability to undertake enforcement action under the Pollution Control Act, Chapter 1, Title 48, or any other state or federal law.

HISTORY: 2012 Act No. 109, Section 1, eff February 1, 2012.

**SECTION 48-1-100.** Permits for discharge of wastes or air contaminants; jurisdiction of department.

(A) A person affected by the provisions of this chapter or the rules and regulations adopted by the department desiring to make a new outlet or source, or to increase the quantity of discharge from existing outlets or sources, for the discharge of sewage, industrial waste or other wastes, or the effluent therefrom, or air contaminants, into the waters or ambient air of the State, first shall make an application to the department for a permit to construct and a permit to discharge from the outlet or source. If, after appropriate public comment procedures, as defined by department regulations, the department finds that the discharge from the proposed outlet or source will not be in contravention of provisions of this chapter, a permit to construct and a permit to discharge must be issued to the applicant. The department, if sufficient hydrologic and environmental information is not available for it to make a determination of the effect of the discharge, may require the person proposing to make the discharge to conduct studies that will enable the department to determine that its quality standards will not be violated.

(B) The Department of Health and Environmental Control is the agency of state government having jurisdiction over the quality of the air and waters of the State of South Carolina. It shall develop and enforce standards as may be necessary governing emissions or discharges into the air, streams, lakes, or coastal waters of the State, including waste water discharges.

(C) The Department of Health and Environmental Control is the agency of state government having jurisdiction over those matters involving real or potential threats to the health of the people of South Carolina, including the handling and disposal of garbage and refuse; septic tanks; and individual or privately-owned systems for the disposal of offal and human or animal wastes.

HISTORY: 1962 Code Section 63-195.13; 1952 Code Section 70-117; 1950 (46) 2153; 1964 (53) 2393; 1970 (56) 2512; 1971 (57) 709; 1973 (58) 788; 1992 Act No. 294, Section 1.

**SECTION 48-1-110.** Permits required for construction or alteration of disposal systems; classification; unlawful operations or discharges.

(a) It shall be unlawful for any person, until plans therefor have been submitted to and approved by the department and a written permit therefor shall have been granted to:

(1) Construct or install a disposal system or source;

(2) Make any change in, addition to or extension of any existing disposal system or part thereof that would materially alter the method or the effect of treating or disposing of the sewage, industrial waste or other wastes;

(3) Operate such new disposal systems or new source, or any existing disposal system or source;

(4) Increase the load through existing outlets of sewage, industrial waste or other wastes into the waters of the State.

(b) The director of Health and Environmental Control shall classify all public wastewater treatment plants, giving due regard to size, types of work, character, and volume of waste to be treated, and the use and nature of the water resources receiving the plant effluent. Plants may be classified in a group higher than indicated at the discretion of the classifying officer by reason of the incorporation in the plant of complex features which cause the plant to be more difficult to operate than usual or by reason of a waste unusually difficult to treat, or by reason of conditions of flow or use of the receiving waters requiring an unusually high degree of plant operation control or for combinations of such conditions or circumstances. The classification is based on the following groups:

(1) For biological wastewater treatment plants: Group I-B. All wastewater treatment plants which include one or more of the following units: primary settling, chlorination, sludge removal, imhoff tanks, sand filters, sludge drying beds, land spraying, grinding, screening, oxidation, and stabilization ponds. Group II-B. All wastewater treatment plants which include one or more of the units listed in Group I-B and, in addition, one or more of the following units: sludge digestion, aerated lagoon, and sludge thickeners. Group III-B. All wastewater treatment plants which include one or more of the units listed in Groups I-B and II-B and, in addition, one or more of the following: trickling filters, secondary settling, chemical treatment, vacuum filters, sludge elutriation, sludge incinerator, wet oxidation process, contact aeration, and activated sludge (either conventional, modified, or high rate processes). Group IV-B. All wastewater treatment plants which include one or more of the units listed in Groups I-B, II-B, and III-B and, in addition, treat waste having a raw five-day biochemical oxygen demand of five thousand pounds a day or more.

(2) Effective July 1, 1987, for physical-chemical wastewater treatment plants: Group I-P/C. All wastewater treatment plants which include one or more of the following units: primary settling, equalization, pH control, and oil skimming. Group II-P/C. All wastewater treatment plants which include one or more of the units listed in Group I-P/C and, in addition, one or more of the following units: sludge storage, dissolved air flotation, and clarification. Group III-P/C. All wastewater

treatment plants which include one or more of the units listed in Groups I-P/C and II-P/C and, in addition, one or more of the following: oxidation/reduction reactions, cyanide destruction, metals precipitation, sludge dewatering, and air stripping. Group IV-P/C. All wastewater treatment plants which include one or more of the units listed in Groups I-P/C, II-P/C, and III-P/C and, in addition, one or more of the following: membrane technology, ion exchange, tertiary chemicals, and electrochemistry.

(c) It shall be unlawful for any person or municipal corporation to operate a public wastewater treatment plant unless the operator-in-charge holds a valid certificate of registration issued by the Board of Certification of Environmental Systems Operators in a grade corresponding to the classification of the public wastewater treatment plant supervised by him, except as hereinafter provided.

(d) It shall be unlawful for any person to operate an approved waste disposal facility in violation of the conditions of the permit to construct or the permit to discharge.

(e) It shall be unlawful for any person, directly or indirectly, negligently or willfully, to discharge any air contaminant or other substance in the ambient air that shall cause an undesirable level.

HISTORY: 1962 Code Section 63-195.14; 1952 Code Section 70-118; 1950 (46) 2153; 1969 (56) 764; 1970 (56) 2512; 1974 (58) 2334; 1980 Act No. 319, Section 4; 1985 Act No. 172, Section 1; 1993 Act No. 181, Section 1173.

**SECTION 48-1-115.** Public notice of sludge storage facility construction permit.

The department shall provide public notice before issuing a construction permit pursuant to Regulation 61-67 for a facility that stores sludge or other residuals, or any combination of these, that is not located at the site of a wastewater or sludge treatment facility permitted pursuant to Regulation 61-67. Public notice must be provided in accordance with Regulation 61-9.

HISTORY: 2006 Act No. 329, Section 1.

**SECTION 48-1-120.** Determination and correction of undesirable level.

If the Department shall determine that an undesirable level exists, it shall take such action as necessary to control such condition.

The Department shall grant such time as is reasonable for the owner or operator of a source to correct the undesirable level, after taking all factors into consideration that are pertinent to the issue.

In making its order and determinations, the Department shall take into consideration all the facts and circumstances bearing upon the reasonableness of the emissions involved including, but not limited to:

(a) The character and degree of injury to, or interference with, the health and physical property of the people;

(b) The social and economic value of the source of the undesirable levels;



(c) The question of priority of location in the area involved; and

(d) The technical practicability and economic reasonableness of reducing or eliminating the emissions resulting from such source.

If the undesirable level is not corrected within the required time, then the Department shall issue an order to cease and desist from causing such emissions.

HISTORY: 1962 Code Section 63-195.15; 1965 (54) 687; 1970 (56) 2512.

**SECTION 48-1-130.** Order for discontinuance of discharge of wastes or air contaminants.

A person discharging sewage, industrial waste, or other waste or air contaminant into the environment of the State, in such manner or quantity as to cause pollution, without regard to the time that the discharge began or whether or not the continued discharge has been by virtue of a permit issued by the department, shall discontinue the discharge upon receipt of an order of the department. An order is subject to review pursuant to Section 44-1-60 and the Administrative Procedures Act. This section does not abrogate any of the department's emergency powers.

HISTORY: 1962 Code Section 63-195.16; 1952 Code Section 70-120; 1950 (46) 2153; 1970 (56) 2512; 2012 Act No. 198, Section 2, eff June 6, 2012.

Effect of Amendment

The 2012 amendment rewrote the section.

**SECTION 48-1-140.** Revision or modification of national pollutant discharge elimination system or final compliance date for stationary source or class or sources of air pollution.

(a) The Department may, after notice and opportunity for a public hearing, revise or modify a national pollutant discharge elimination system permit in accordance with the procedures and criteria set out in Sections 301(c), 302 and 316(a) of the Federal Water Pollution Control Act Amendments of 1972.

(b) The Department may, after notice and opportunity for a public hearing, revise or modify a final compliance date for any stationary source or class or sources of air pollution whether contained in regulations or a compliance order, if the Department determines that

(1) good faith efforts have been made to comply with such requirement before such date;

(2) such source (or class) is unable to comply with such requirement because the necessary technology or other alternative methods of control are not reasonably available or have not been available for a sufficient period of time;

(3) any available alternative operating procedures and interim control measures have reduced or will reduce the impact of such source on public health;

(4) the continued operation of such source is essential to national security or to the public health or welfare.

Provided, however, that where the compliance date is one prescribed in the State Implementation Plan, the findings and recommendations of the Department shall be submitted to the Governor for transmittal to the Administrator of the Federal Environmental Protection Agency or his designated representative for his concurrence or rejection. Rejection by the administrator may constitute grounds for rejection of a request for modification or revisions of such compliance requirement.

(c) Any determination under items (a) or (b) of this section shall (1) be made on the record after notice to interested persons and opportunity for hearing, (2) be based upon a fair evaluation of the entire record at such hearing, and (3) include a statement setting forth in detail the findings and conclusions upon which the determination is based.

HISTORY: 1962 Code Section 63-195.17; 1965 (54) 687; 1970 (56) 2512; 1973 (58) 788; 1975 (59) 241; 1978 Act No. 463.

**SECTION 48-1-150.** Situations in which public hearing is required or authorized.

Public hearings shall be conducted by the Department prior to action by the Department in the classification of the waters or the adoption of standards of purity and quality thereof as provided by this chapter. The Department may conduct public hearings prior to action in the following cases, either of its own volition or upon the request of affected persons, (a) an order of determination of the Department requiring the discontinuance of discharge of sewage, industrial waste or other wastes into the waters of the State or air contaminant into the ambient air, (b) an order issuing, denying, revoking, suspending or modifying a permit, (c) a determination that a discharge constitutes pollution of waters of a marine district and (d) any other proceeding resulting in a finding of fact or determination that a discharge of air contaminants into the ambient air or sewage, industrial waste or other wastes into the waters of the State contravenes the standards established for such air and waters.

HISTORY: 1962 Code Section 63-195.18; 1952 Code, Section 70-125; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-160.** Conduct of hearing; decision of department.

The hearings herein provided for may be conducted by the Department at a regular or special meeting or it may delegate to any member, to the executive director or to any employee or agent of the Department, the authority to conduct such hearings in the name of the Department at any time and place. But the Department shall make all necessary decisions as to the matter under consideration. Such decision may be based solely upon the record of any hearing conducted by the Department or by its duly authorized representative.

HISTORY: 1962 Code Section 63-195.19; 1952 Code Section 70-126; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-170.** Records of hearings and decisions.

In any hearing held by the Department in which a quasi-judicial decision is rendered, the Department shall make a record of the decision and secure its prompt publication. The decision shall include a statement of the facts in controversy, the decision of the Department, the law or regulation upon which the decision is based and any other information deemed necessary.

To serve as a guide and precedent of the policy of the Department, the decisions shall be chronologically numbered according to date and compiled in an annual report similar in style to the reports of the Supreme Court. The reports of these decisions shall be made available to the public.

If any person concerned with such hearing requests it, a complete transcript of the testimony presented shall be made and filed.

HISTORY: 1962 Code Section 63-195.20; 1952 Code Section 70-127; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-180.** Oaths; examination of witnesses; subpoenas.

In any such hearing, any member of the Department, the executive director or any employee or agent thereof authorized by the Department may administer oaths, examine witnesses and issue in the name of the Department notices of hearings and subpoenas requiring the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any such hearing. Witnesses shall receive the same fees and mileage as in civil actions.

HISTORY: 1962 Code Section 63-195.21; 1952 Code Section 70-128; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-190.** Refusal to obey notice of hearing or subpoena.

In case of refusal to obey a notice of hearing or subpoena, the court of common pleas shall have jurisdiction, upon application of the Department, to issue an order requiring such person to appear and testify or produce evidence, as the case may require, and any failure to obey such order of the court may be punished by the court as a contempt thereof.

HISTORY: 1962 Code Section 63-195.22; 1952 Code Section 70-129; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-200.** Appeals.

Any person may appeal from any order of the Department within thirty days after the filing of the order, to the court of common pleas of any county in which the pollution occurs. The Department shall thereupon certify to the court the record in the hearing. The court shall review the record and the regularity and the justification for the order, on the merits, and render judgment thereon as in ordinary appeals in equity. The court may order or permit further testimony on the merits of the case, in its discretion such testimony to be given either before the judge or referee by him appointed. From such judgment of the court an appeal may be taken as in other civil actions.

HISTORY: 1962 Code Section 63-195.23; 1952 Code Section 70-131; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-210.** Duties of Attorney General and solicitors.

The Attorney General shall be the legal adviser of the Department and shall upon request of the Department institute injunction proceedings or any other court action to accomplish the purpose of this chapter. In the prosecution of any criminal action by the Attorney General and in any proceeding before a grand jury in connection therewith the Attorney General may exercise all the powers and perform all the duties which the solicitor would otherwise be authorized or required to exercise or perform and in such a proceeding the solicitor shall exercise such powers and perform such duties as are requested of him by the Attorney General.

HISTORY: 1962 Code Section 63-195.24; 1952 Code Section 70-132; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-220.** Institution of prosecutions.

Prosecutions for the violation of a final determination or order shall be instituted only by the Department or as otherwise provided for in this chapter.

HISTORY: 1962 Code Section 63-195.25; 1952 Code Sections 70-134, 70-135; 1950 (46) 2153; 1970 (56) 2512; 1975 (59) 241.

**SECTION 48-1-230.** Disposition of funds.

Any funds appropriated to or received by the Department shall be deposited in the State Treasury as provided by law. Such funds shall be paid out on warrants issued by the State as prescribed by law, but only on order of the authorized representatives of the Department and in accordance with an annual budget or amendments thereto approved by the Department at an official meeting, such order being the authority of the proper fiscal officials of the State for making payment.

HISTORY: 1962 Code Section 63-195.26; 1952 Code Section 70-136; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-240.** Chapter remedies are cumulative; estoppel.

It is the purpose of this chapter to provide additional and cumulative remedies to abate the pollution of the air and waters of the State and nothing herein contained shall abridge or alter rights of action in the civil courts or remedies existing in equity or under the common law or statutory law, nor shall any provision in this chapter or any act done by virtue of this chapter be construed as estopping the State, persons or municipalities, as riparian owners or otherwise, in the exercise of their rights under the common law, statutory law or in equity to suppress nuisances or to abate any pollution.

HISTORY: 1962 Code Section 63-195.27; 1952 Code Section 70-137; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-250.** No private cause of action created.

No private cause of action is created by or exists pursuant to this chapter. A determination by the

department that pollution exists or a violation of a prohibition contained in this chapter has occurred, whether or not actionable by the State, creates no presumption of law or fact inuring to or for the benefit of a person other than the State.

HISTORY: 1962 Code Section 63-195.28; 1952 Code Section 70-138; 1950 (46) 2153; 1970 (56) 2512; 2012 Act No. 198, Section 3, eff June 6, 2012.

#### Effect of Amendment

The 2012 amendment rewrote the section.

**SECTION 48-1-260.** Conditions within industrial plants and employer-employee relations not affected.

Nothing contained in this chapter shall be deemed to grant to the Department any authority to make any rule, regulation or determination or to enter any order with respect to air conditions existing solely within the industrial boundaries of commercial and industrial plants, works or shops or to affect the relations between employers and employees with respect to or arising out of any air pollution within such boundaries.

HISTORY: 1962 Code Section 63-195.29; 1965 (54) 687; 1970 (56) 2512.

**SECTION 48-1-270.** Availability of records, reports, and information to the public; confidentiality of trade secrets.

Any records, reports or information obtained under any provision of this chapter shall be available to the public. Upon a showing satisfactory to the Department by any person that records, reports or information, or particular parts thereof, other than effluent or emission data, if made public would divulge methods or processes entitled to protection as trade secrets of such person, the Department shall consider such record, report or information or particular portion thereof confidential in the administration of this chapter.

HISTORY: 1962 Code Section 63-195.30; 1965 (54) 687; 1970 (56) 2512; 1973 (58) 788; 1975 (59) 241.

**SECTION 48-1-280.** Health laws not affected.

Nothing herein contained shall be construed to postpone, stay or abrogate the enforcement of the provisions of the public health laws of this State and rules and regulations promulgated hereunder in respect to discharges causing actual or potential hazards to public health nor to prevent the Department of Health and Environmental Control from exercising its right to prevent or abate nuisances.

HISTORY: 1962 Code Section 63-195.31; 1952 Code Section 70-139; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-290.** Emergency orders.

Whenever the Department finds that an emergency exists requiring immediate action to protect the public health or property, the Department, with concurrent notice to the Governor, may without notice or hearing issue an order reciting the existence of such an emergency and requiring that such action be taken as the Department deems necessary to meet the emergency. Such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but on application to the Department or by direction of the Governor shall be afforded a hearing within forty-eight hours. On the basis of such hearing the Department shall continue such order in effect, revoke it or modify it. Regardless of whether a hearing is held, the Department shall revoke all emergency orders as soon as conditions or operations change to the extent that an emergency no longer exists.

HISTORY: 1962 Code Section 63-195.32; 1970 (56) 2512; 1975 (59) 241.

**SECTION 48-1-300.** Certain violations excused.

The civil and criminal liabilities herein imposed upon persons violating the provisions hereof shall not be construed to include any violation which was caused by an act of God, war, strike, riot or other catastrophe as to which negligence on the part of such person was not the proximate cause.

HISTORY: 1962 Code Section 63-195.33; 1952 Code Section 70-122; 1950 (46) 2153; 1970 (56) 2512.

**SECTION 48-1-310.** Local air pollution control programs.

The governing body of any county is hereby authorized to establish, administer and enforce a local air pollution control program, subject to the approval of the Department. Such programs shall be formulated in accordance with standards and procedures adopted by the Department, and shall be subject to periodic review by the Department, which shall have the power to invalidate such programs if found to be unsatisfactory. County pollution control authorities, when constituted under this section, are hereby authorized to exercise in the geographic area involved all of the powers specified in this chapter, including the authority to adopt rules, regulations and procedures for the control of air pollution.

HISTORY: 1962 Code Section 63-195.34; 1970 (56) 2512.

**SECTION 48-1-320.** Penalties for violation of Pollution Control Act.

A person who wilfully or with gross negligence or recklessness violates a provision of this chapter or a regulation, permit, permit condition, or final determination or order of the department is guilty of a misdemeanor and, upon conviction, must be fined not less than five hundred dollars or more than twenty-five thousand dollars for each day's violation or be imprisoned for not more than two years, or both.

HISTORY: 1962 Code Section 63-195.35; 1952 Code Section 70-133; 1950 (46) 2153; 1964 (53) 2393; 1969 (56) 764; 1970 (56) 2512; 1973 (58) 788; 1975 (59) 241; 2001 Act No. 95, Section 1.

**SECTION 48-1-330.** Civil penalties.

Any person violating any of the provisions of this chapter, or any rule or regulation, permit or permit condition, final determination or order of the Department, shall be subject to a civil penalty not to exceed ten thousand dollars per day of such violation.

HISTORY: 1962 Code Section 63-195.35:1; 1973 (58) 788; 1975 (59) 241.

**SECTION 48-1-340.** False statements, representations or certifications; falsifying, tampering with, or rendering inaccurate monitoring devices or methods.

Any person who knowingly makes any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained under this chapter or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required to be maintained under this chapter, shall be subject to the civil or criminal provisions contained in this chapter. For the purposes of this section the term "person" shall mean, in addition to the definition contained in Section 48-1-10, any responsible corporate officer.

HISTORY: 1975 (59) 241.

**SECTION 48-1-350.** Penalties constitute debts to State; liens; disposition of moneys collected.

All penalties assessed under this chapter are held as a debt payable to the State by the person against whom they have been charged and constitute a lien against the property of the person. One-half of the civil penalties collected inure to the benefit of the county. The criminal penalties collected pursuant to Section 48-1-320 must be collected and distributed pursuant to Section 14-1-205.

HISTORY: 1962 Code Section 63-195.36; 1970 (56) 2512; 1994 Act No. 497, Part II, Section 360.

Excerpt from Sediment Study Report

As shown in the previous tables, the model estimates that during the period of 1989 to 2004, watersheds under the jurisdiction of the City of Columbia contributed the most sediment (3,016 tons) while watersheds under the jurisdiction of Fort Jackson contributed the least amount (2 tons). These sediment loadings directly correlate with the amount of disturbed area within each jurisdiction, as the most disturbed area (145 acres) was accrued within the City of Columbia, while no significant construction activity occurred within Fort Jackson during the study period. A final data summary is presented in Table 15.

Table 15 – Sediment Load Summary for the Project Area

Jurisdiction	Undisturbed Sediment Load (Tons)	% of Total	Disturbed Area (Acres)	% of Total	Disturbed Sediment Load (Tons)	% of Total	Total Sediment Load (Tons)	% of Total
City of Columbia	15	44	145	58	3,232	52	3,247	52
City of Forest Acres	11	34	73	29	1,742	28	1,753	28
Richland County	8	17	8	3	484	8	490	8
SCDOT	0	0	26	10	753	12	753	12
Fort Jackson	2	5	0	0	0	0	2	0
Total	34	100	251	100	6,210	100	6,244	100

The model estimates that approximately 6,250 tons of sediment would be carried during the 10-year 24-hour storm for the investigated watersheds. A portion of this sediment would be deposited in Little Lake Katherine; the remaining portion will flow to Lake Katherine. Over 99% of this load (6,210 tons) resulted from stormwater runoff of disturbed areas. These results directly correlate with the amount of disturbed area that occurred within each jurisdiction during the study period.



Table 17 – Cost Estimate

Item	Description	Quantity	Unit of Measure	Unit Cost	Line Item Cost
Mobilization					
	Mobilization	1	LS	\$70,000.00	\$70,000.00
Lake Dewatering					
	12"-4 MGD Pump 10 hrs/d	2	Week	\$1,200.00	\$2,400.00
	Suction Hose and Fittings	2	Week	\$500.00	\$1,000.00
	Discharge Hose and Fittings	2	Week	\$250.00	\$500.00
	Freight	1	LS	\$400.00	\$400.00
	Pump Setup	1	LS	\$2,000.00	\$2,000.00
	Erosion and Sediment Control	1	LS	\$10,000.00	\$10,000.00
Lake Sediment Removal					
	Remove Sediments	7500	CY	\$25.00	\$187,500.00
	Access Platform	2	LS	\$4,000.00	\$8,000.00
	Sediment Hauling	10130	TN	\$15.00	\$151,950.00
	Landfill Fee	10130	TN	\$19.00	\$192,470.00
	Erosion and Sediment Control	1	LS	\$22,000.00	\$22,000.00
Pen Branch Dredging					
	Remove Sediments	2500	CY	\$25.00	\$62,500.00
	Dewatering	2500	CY	\$4.00	\$10,000.00
	Access Platform	1	LS	\$4,000.00	\$4,000.00
	Sediment Hauling	3380	TN	\$15.00	\$50,700.00
	Landfill Fee	3380	TN	\$19.00	\$64,220.00
	Erosion and Sediment Control	1	LS	\$15,000.00	\$15,000.00
Sediment Prevention (Bedload)					
	Streamside Passive Collector	1	LS	\$30,000.00	\$30,000.00
	Sand Wand	1	LS	\$15,500.00	\$15,500.00
	Pump, Controllers and Hoses	1	LS	\$15,000.00	\$15,000.00
	Drop Box for Dewatering	1	LS	\$15,000.00	\$15,000.00
	Installation	1	LS	\$4,000.00	\$4,000.00
	Maintenance (per year)	4	LS	\$800.00	\$3,200.00
	Real Estate Acquisition	1	LS	\$20,000.00	\$20,000.00
Sediment Prevention (Suspended)					
	Crysta/Stream 2466 IB Unit	1	LS	\$50,000.00	\$50,000.00
	Installation	1	LS	\$4,000.00	\$4,000.00
	Maintenance (per year)	4	LS	\$800.00	\$3,200.00
	Intake Structure	1	LS	\$25,000.00	\$25,000.00
	Real Estate Acquisition	1	LS	\$30,000.00	\$30,000.00
Miscellaneous					
	Replace Landscaping	1	LS	\$15,000.00	\$15,000.00
	Traffic Control	1	LS	\$12,000.00	\$12,000.00
	Engineering/Surveying	1	LS	\$105,000.00	\$105,000.00
	Sub - Total				\$1,201,540.00
	Contingency (15%)				\$180,231.00
	Total Estimate				\$1,381,771.00

January 2005



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

DEVELOPING A MULTI-COUNTY PARK WITH FAIRFIELD COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY PARK; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY IN THE MULTI-COUNTY PARK; AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT; AND OTHER RELATED MATTERS.

WHEREAS, the City of Forest Acres, South Carolina (“City”) desires to establish and encourage an economic development program in order to stimulate commercial redevelopment of the old Cardinal Newman School site (“Site”) located in the City and surrounding areas; and

WHEREAS, City desires to provide or cause to be provided certain infrastructure for the benefit of the Site and surrounding areas (“Infrastructure”) to assist with the economic development program at the Site; and

WHEREAS, Fairfield County, South Carolina (“Fairfield County”) and Richland County, South Carolina (“Richland County” and together, the “Counties”) are authorized pursuant to Article VIII, Section 13 of the Constitution and in accordance with §4-1-170, Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”) to jointly develop an industrial or business park within the geographical boundaries of one or both of the member Counties; and

WHEREAS, the City has requested that the Counties jointly develop a multi-county business park (the “Park”) in which to locate the real and personal property comprising the Site (“Property”); and

WHEREAS, through the creation of the Park, the Property therein shall be exempt from *ad valorem* property taxes, and the character of the annual receipts from such Property shall be changed to fees-in-lieu of *ad valorem* property taxes (“Fees”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the Property in the Park; and

WHEREAS, pursuant to the authority of the MCIP Law and *Horry County School District v. Horry County and the City of Myrtle Beach*, the City has further requested, in order to assist the City in paying for the costs of the Infrastructure, that Richland County distribute a portion of the Fees to the City in an amount greater than the City’s proportionate share of the tax levy applicable to the Property had it not been located in the Park; and

WHEREAS, the Counties, to promote the economic welfare of their citizens and in consideration of the request of the City, desire to jointly develop the Park; and

WHEREAS, to ratify the creation of the Park and the various findings herein, the Counties shall execute and deliver the “Agreement Governing the Forest Acres Business Park”, the substantially final form of which is attached as Exhibit A (“Master Agreement”); and

WHEREAS, the provisions of Master Agreement shall govern the operation of the Park, including the sharing of expenses and revenues of the Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, Richland County and the City desire to enter into an Intergovernmental Agreement, the substantially final form of which is attached as Exhibit B (“Intergovernmental Agreement”); and

WHEREAS, the Intergovernmental Agreement sets forth the terms and conditions under which Richland County will distribute Fees to the City and other matters generally affecting the Park.

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

**Section 1. *Development of Park; Execution of Master Agreement.*** Richland County is authorized to jointly develop the Park with Fairfield County. The Richland County Council Chair (“Chair”) is authorized to execute the Master Agreement, the Clerk to the Richland County Council (“Clerk”) is authorized to attest the same, and the Richland County Administrator (“Administrator”) is authorized to deliver the Master Agreement to Fairfield County. The form and terms of the Master Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County.

**Section 2. *Inclusion of Property.*** The Park’s boundaries shall include the Property. The Chair, the Administrator and the Clerk are hereby authorized to take such further actions as may be necessary to include the Property in the Park’s boundaries. Pursuant to the terms of the Master Agreement, the location of the Property in the Park is complete upon (i) the enactment of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council and (ii) the delivery by Richland County of a description of the Property to Fairfield County.

**Section 3. *Intergovernmental Agreement.*** Richland County is authorized to enter into the Intergovernmental Agreement with the City to set forth the terms and conditions under which Richland will distribute Fees to the City in an amount that is greater than its proportionate share of the tax levy that would be applicable to the Property had it not been located in the Park in order to assist the City in paying for the costs of the Infrastructure. The Chair is authorized to execute the Intergovernmental Agreement, the Clerk is authorized to attest the same, and the Administrator is authorized to deliver the Intergovernmental Agreement to the City. The form and terms of the Intergovernmental Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County.

**Section 4. *Further Assurances.*** The Chair, the Clerk and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

**Section 5. *Severability.*** If any part of this Ordinance is unenforceable, the remainder is unaffected.

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

**Section 7. *Effective Date.*** This Ordinance is effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman of County Council  
Richland County, South Carolina

*(SEAL)*

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

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

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

**EXHIBIT B**  
**FORM OF INTERGOVERNMENTAL AGREEMENT**



Agreement.

NOW THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Intergovernmental Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby contractually agree as follows:

1. **Binding Agreement; Representations.**

(A) This Intergovernmental Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Intergovernmental Agreement and carry out and consummate all other transactions contemplated by this Intergovernmental Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Intergovernmental Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Intergovernmental Agreement; and (iii) this Intergovernmental Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. **Authorization/Purpose.** The MCIP Law provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met. The Master Agreement meets the conditions set forth in the MCIP Law and its provisions shall govern the operation of the Park. Further, and as acknowledged in the Master Agreement, the City has consented to the creation of the Park..

3. **Location of the Park.**

(A) The Park consists of property located in the City as is hereinafter more specifically described in Exhibit A hereto (the "Property"). The Property shall be subject, beginning with fee payments received for tax year 2016, to the distribution of revenues provided for in Master Agreement. It is specifically recognized that the Park may consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time, but only in accordance with the terms of the Master Agreement.

(B) In the event of any enlargement or diminution of the boundaries of the Park through the addition or subtraction of the Property, this Intergovernmental Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park. Upon the inclusion of any property in the Park, it shall immediately be subject to the distribution of revenue as set forth in the Master Agreement.



(C) Richland County shall not consent to the enlargement or diminution of the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.

4. **Eligibility for Inclusion in Fee Distribution.** Only the property reflected in Exhibit A from time to time shall be in the Park as of a given time, and, accordingly, only that property is subject to the fee distribution set forth in the Master Agreement.

5. **Infrastructure Related to the Site.**

(A) Pursuant to the Master Agreement, the overall responsibility for the development of the Park is that of Richland County.

(B) The City shall provide or cause to be provided the infrastructure for the Site, as described in Exhibit B hereto (the "Infrastructure").

(C) In consideration of the City's acquisition and installation of the Infrastructure and in accordance with the distribution provisions set forth in the Master Agreement, Richland County shall distribute Fees to the City in the following amounts: (i) not exceeding Three Million One Hundred Seventy-Seven Thousand Dollars (\$3,177,000) to assist the City in paying for actual costs of the Infrastructure; (ii) not exceeding Two Hundred Fifty Thousand Dollars (\$250,000) to assist the City in paying for all required costs of issuance; and (iii) all interest costs associated with financing the Infrastructure.

(D) In the sole discretion of the City, the financing of the Infrastructure shall be permitted through all legally available options, including, but not limited to, Sections 4-1-175, 4-29-68 and 11-27-110 of the Code of Laws of South Carolina, 1976, as amended.

6. **Distribution of Fee-In-Lieu-Of-Tax Payments.**

(A) Subject to the distribution limits described in Section 5(C) above, fee-in-lieu-of-tax payments attributable to the Park shall be distributed in accordance with the Master Agreement.

(B) On distribution to the City of the amounts provided in Section 5(C) above and assuming the Master Agreement is still in effect, this Intergovernmental Agreement will automatically terminate.

7. **Collection and Distribution of Fee-In-Lieu-Of-Tax Payment.**

(A) Subject to execution and delivery of the Master Agreement, Richland County will collect all Fees. Once collected, the County will distribute the amounts as provided in the Master Agreement. The City shall use its portion of the Fees, as set forth herein, for Infrastructure costs of the Park as set forth in Exhibit B. The City will provide Richland County with a detailed annual accounting report setting forth the funds received hereunder by the City and all expenditures or disbursements of such funds; provided further that upon written request, the City shall provide an accounting of all costs of financing the Infrastructure to Richland County. The

accounting shall be made available to Richland County within three business days of such request.

(B) The City hereby covenants with Richland County to: (1) use the moneys received pursuant to the Master Agreement, only for Infrastructure and related authorized expenses as set forth herein; and (2) set up a separate and separately accountable and auditable fund of the City (the "Infrastructure Fund") to receive and distribute and account for the Fees received pursuant to the Master Agreement.

8. **Master Agreement.** The Master Agreement, is hereby incorporated herein, as fully as if set forth verbatim in its entirety. That Master Agreement shall be the basis for all terms and provisions not otherwise specifically addressed by this Intergovernmental Agreement.

9. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the fee-in-lieu-of-tax records and distributions pertaining to Property, as such records become available in the normal course of City and Richland County procedures.

10. **Reimbursements and Indemnification.** To the extent, and only to the extent, that Richland County is actually required by any court of competent jurisdiction or the South Carolina General Assembly to refund, reimburse, or otherwise pay back to any political subdivision any of the fees distributed to any other political subdivision pursuant to this Intergovernmental Agreement, the City will, to the extent permitted by law, reimburse Richland County therefor; and, will further provide defense or legal representation for Richland County in any such legal or legislative proceeding to resist any such requirement for refund, reimbursement, or payback.

11. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Intergovernmental Agreement.

12. **Termination.** Subject, only, to the terms and provisions of Section 6 hereof, the City and Richland County agree that this Intergovernmental Agreement may not be terminated, except by mutual written agreement, unless the Master Agreement should terminate prior to that time, in which case this Intergovernmental Agreement shall terminate concurrently with the Master Agreement.

**IN WITNESS WHEREOF**, Richland County has caused this Intergovernmental Agreement to be signed by its Chairman of County Council, its corporate seal to be reproduced hereon and the same to be attested by the Clerk to County Council, as of the \_\_\_ day of June, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman of County Council

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

(SIGNATURE PAGE)

**IN WITNESS WHEREOF**, the City has caused this Intergovernmental Agreement to be signed by its City Administrator, its corporate seal to be reproduced hereon and the same to be attested by the City Clerk, as of the \_\_\_\_ day of June, 2016.

CITY OF FOREST ACRES, SOUTH CAROLINA

By: \_\_\_\_\_  
City Administrator

ATTEST:

By: \_\_\_\_\_  
City Clerk, City of Forest Acres

(SIGNATURE PAGE)



## EXHIBIT B

### Infrastructure for the Park

The City will undertake a variety of projects to serve the proposed Park in order to fulfill the objectives of Richland County and the City as described in the foregoing Intergovernmental Agreement. As discussed in the Intergovernmental Agreement, the term “Infrastructure” encompasses and includes:

1. Construction, development and implementation of Adaptive Traffic Control Systems in and around the Forest Drive Corridor;
2. Turn lane improvements in and around the Forest Drive/Trenholm Road intersection;
3. Turn lane improvements in and around the Forest Drive/Beltline Boulevard intersection;
4. Upgrades, repairs and improvements to the Forest Lake Bridge; and
5. All additional public purpose improvements as may benefit the areas in and around the Park.

**MASTER AGREEMENT  
GOVERNING THE  
FOREST ACRES BUSINESS PARK**

**BETWEEN**

**RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

**FAIRFIELD COUNTY, SOUTH CAROLINA**

**DATED AS OF  
[ ], 2016**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP  
1201 MAIN STREET, SUITE 1450  
COLUMBIA, SOUTH CAROLINA 29201  
803.255.8000**

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**INSTRUCTIONS  
FOR  
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (THE "PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A PARK TYPE OF FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT ("FILOT") OR SPECIAL SOURCE REVENUE CREDIT ("SSRC"). WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FILOT AND SSRC RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED, OR TO DETERMINE ANY APPLICABLE CREDIT.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT.



**THIS MASTER AGREEMENT** (“Agreement”), effective as of June\_\_, 2016 (“Effective Date”), between Richland County, South Carolina (“Richland County”), a political subdivision of the State of South Carolina (“State”), and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties” or, each, a “County”), a political subdivision of the State is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “MCIP Law”).

#### **RECITALS:**

**WHEREAS**, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

**WHEREAS**, as provided under MCIP Law, to promote the economic welfare of their citizens by encouraging new and expanding industrial or commercial development to locate in the Counties, thereby expanding the Counties’ tax base and creating opportunities for employment, the Counties desire to jointly develop the “Forest Acres Business Park” (“Park”);

**WHEREAS**, by Richland Ordinance No. [ ] and Fairfield Ordinance No. [ ], the Counties authorized the creation of the Park, the location of certain property in the Park, and the execution of this Agreement to govern the operation of the Park, including the sharing of expenses and revenues of the Park and the manner in which the revenue is to be distributed to each of the taxing entities within each County; and

**WHEREAS**, because all of the property to be located in the Park is located in the City of Forest Acres, South Carolina (“City”), the Counties have obtained the consent of the City prior to the creation of the Park, as evidenced by the City’s acknowledgment to this Agreement.

**NOW, THEREFORE**, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

#### **ARTICLE I PARK BOUNDARIES**

##### **Section 1.01. *Park Boundaries.***

(a) The Park consists of all real and personal property (“Property”) described on Exhibit A. The boundaries of the Park may be enlarged, to include additional properties, or diminished from time to time, as authorized by ordinances adopted by the County Councils of each County.

(b) In the event of any enlargement or diminution of the boundaries of the Park, on enactment by each County Council of its authorizing ordinance, this Agreement shall be deemed amended and the attached Exhibit A shall be revised accordingly to reflect the addition of property to the Park or the removal of property from the Park. Each County shall file in its respective ordinance books either a copy or an original (depending on County practice) of the ordinance enactment by the County Council of such County pursuant to which such enlargement or diminution was authorized.

#### **ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

**Section 2.01. Constitutional Exemption from Taxation.** Under the MCIP Law, so long as the Property is located in the Park, the Property is exempt from all *ad valorem* taxation. The Property shall be deemed as located in the Park so long as this Agreement is effective.

**Section 2.02. Park Fee-in-Lieu of Taxes.** Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

**Section 2.03. Negotiated Fee-in-Lieu of Taxes.** The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated incentive with either County, including a negotiated fee-in-lieu of *ad valorem* taxes incentive or special source revenue credit as provided in Sections 12-44-10, et seq., 4-1-175, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor or similar provisions thereto as may be provided under State law (collectively the revenues described in Sections 2.02 and 2.03 are referred to herein as the, "FILOT Revenue").

### **ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK**

**Section 3.01. Expense Sharing.** The Counties shall share all expenses related to the Park. If the Property is located in Richland County, then Richland County shall bear 100% of the expenses. If the parcel of Property is located in Fairfield County, then Fairfield County shall bear 100% of the expenses. Notwithstanding the foregoing, if any Property is privately-owned, the owner or developer of such Property can be required to bear 100% of the expenses related to that Property in the Park on behalf of the host County.

**Section 3.02. FILOT Revenue Sharing.**

(a) For revenue generated in the Park from a source other than FILOT Revenue, the County in which the revenue is generated may retain such revenue, to be expended in any manner as that County deems appropriate and is in accordance with State law.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Richland County: Richland County, after making any reductions required by law or other agreement, shall retain 99% of the remaining FILOT Revenue (the "Residual FILOT Revenue") and transmit 1% of the Residual FILOT Revenue to Fairfield County in accordance with Section 3.04.

(ii) For Property located in Fairfield County: Fairfield County, after making any reductions required by law or other agreement, shall retain 99% of the Residual FILOT Revenue and transmit 1% of the Residual FILOT Revenue to Richland County in accordance with Section 3.04.

**Section 3.03. FILOT Revenue Distribution in Each County.**

(a) After distribution of Residual FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Richland County, the Residual FILOT Revenue shall be distributed as follows: 50% to the City, and the remainder shall be distributed to the taxing entities in Richland County (excepting the City) on a pro-rata basis in accordance with the tax millage Richland County and the taxing entities would

levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any school district receiving a distribution of Residual FILOT Revenue shall divide its respective distribution of the Residual FILOT Revenue on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district in the tax year in which the Residual FILOT Revenue is received.

- (ii) For Property located in Fairfield County, the Residual FILOT Revenue shall be distributed to the taxing entities in Fairfield County on a pro-rata basis in accordance with the tax millage Fairfield County and the taxing entities would levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any school district receiving a distribution of Residual FILOT Revenue, shall divide its respective Residual FILOT Revenue on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district in the tax year in which Residual FILOT Revenue is received.
- (iii) Each County elects to retain 100% of the 1% of the Residual FILOT Revenue received from the other County.

(b) Each County, by enactment of an ordinance in that County, may unilaterally amend its internal distribution method of any Residual FILOT Revenue that it receives.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

#### ARTICLE IV MISCELLANEOUS

**Section 4.01. Jobs Tax Credit Enhancement.** Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated Section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. Assessed Valuation.** For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated Section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

**Section 4.03. Records.** Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for the Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

**Section 4.04. Applicable Law.** To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of

Property in the Park. Nothing in this Agreement purports to supersede State or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

**Section 4.05. Law Enforcement.** The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County in which that Property is located.

**Section 4.06. Binding Effect of Agreement.** This Agreement is binding after execution by both of the Counties is completed.

**Section 4.07. Severability.** If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

**Section 4.08. Complete Agreement: Amendment.** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

**Section 4.09. Counterpart Execution.** The Counties may execute this Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

**Section 4.10. Termination.** Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the Intergovernmental Agreement or (b) 20 years following the Effective Date.

**IN WITNESS WHEREOF**, the Counties have each executed this Agreement, effective on the Effective Date.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

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

**FAIRFIELD COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk of County Council

**ACKNOWLEDGED AND CONSENTED TO BY  
THE CITY OF FOREST ACRES, SOUTH CAROLINA:**

\_\_\_\_\_  
City Administrator

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

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

**AUTHORIZING THE CONVERSION OF A 1996 FEE IN LIEU  
OF AD VALOREM TAXES ARRANGEMENT BY AND BETWEEN  
RICHLAND COUNTY, SOUTH CAROLINA AND BOSE  
CORPORATION AND OTHER MATTERS RELATED  
THERETO.**

**WHEREAS**, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), as authorized and empowered under the provisions of Title 4, Chapters 12 and 29, Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), entered into a Lease Purchase Agreement with Bose Corporation, a corporation duly organized and existing under the laws of the State of Delaware (“Company”), dated as of October 1, 1996 (the “Lease”), pursuant to which (i) the Company made investments in real and personal property in the County for the purpose of locating a manufacturing facility in the County (“Project”) and (ii) the County provided the Company with fee-in-lieu of *ad valorem* taxes (“FILOT”) benefits with respect to the Project (“Original Fee”);

**WHEREAS**, FILOT arrangements entered into pursuant to the Original Fee Act required that a county hold title to all of the assets subject to a FILOT;

**WHEREAS**, title transfer FILOT arrangements under the Original Fee Act proved difficult to administer and can create business difficulties for companies seeking to grant security interests in assets subject to title transfer FILOT arrangements;

**WHEREAS**, the General Assembly, recognizing such difficulties, passed a new FILOT act, Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (“Simplified Fee Act”) in 1997 that permits the granting of FILOT benefits without the need for a county to hold title to all of the assets subject to a FILOT arrangement;

**WHEREAS**, under Section 12-44-170 of the Simplified Fee Act, a company with an existing FILOT arrangement entered into pursuant to the Original Fee Act, is permitted, under certain conditions, to “convert” from an original title transfer FILOT arrangement to a non-title transfer FILOT arrangement;

**WHEREAS**, as provided under Section 12-44-170 under the Simplified Fee Act, the Company desires to and has elected to transfer the Project from the Original Fee Act to a FILOT arrangement under the Simplified Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the Lease; (ii) a continuation of the same fee in lieu of tax payments for the time required for payments under the Lease, which time was extended an additional five (5) years by Resolution approved by County Council on February 9, 2016, pursuant to Section 4-12-30(C)(4) of the Original Fee Act; (iii) a carryover of minimum investment requirements of the Original Fee to the new FILOT; and (iv) the entering into of appropriate agreements and amendments between the Company and the County continuing the provisions and limitations of the Lease; and

**WHEREAS**, the Company requests the County (i) consent to the Conversion and (ii) execute a Conversion and Fee-in-Lieu of *Ad Valorem* Taxes Agreement, the substantially final form of which is attached as Exhibit A (“Agreement”), to (A) achieve the Conversion and (B) cancel, terminate or amend certain documents by and between the Company and the County relating to the Original Fee, including the Lease.

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

**Section 1. *Consent to Conversion; Authorization to Execute and Deliver Agreement.*** The County approves the Conversion and the appropriate cancellation, termination or amendment of any documents, including the Lease relating to the Original Fee as may be appropriate to effect the Conversion. The Chairman of County Council, or the Vice-Chairman in the absence of the Chairman, are authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to any revisions as are not materially adverse to the County as may be approved by the Chairman on receipt of advice from counsel to the County, and the Clerk to Council is hereby authorized and directed to attest the Agreement; and the Chairman is hereby further authorized and directed to deliver the Agreement to the Company.

**Section 2. *Further Assurances.*** The Chairman and the County Administrator are hereby authorized and directed to take whatever further action and execute whatever further documents as may be necessary or appropriate to effect the intent of this Ordinance.

**Section 3. *Severability.*** If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

**Section 4. *General Repealer.*** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk, Richland County Council

READINGS:

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



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

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

*CONVERTING AND TRANSFERRING THE PROPERTY SUBJECT TO AN EXISTING FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 12 OF THE SOUTH CAROLINA CODE, 1976 AS AMENDED TO A FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44, OF THE SOUTH CAROLINA CODE, AS AMENDED*

**BETWEEN**

**RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

**BOSE CORPORATION**

**DATED AS OF \_\_\_\_\_, 2016**

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## CONVERSION AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

**THIS CONVERSION AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT** (“Fee Agreement”) is effective as of \_\_\_\_\_, \_\_\_\_, 2016, by and between Richland County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Richland County Council (“County Council”), as the governing body of the County, and Bose Corporation, a corporation duly organized and existing under the laws of the State of Delaware (“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 Title 4, Chapters 12 and 29, Code of Laws of South Carolina, 1976, as amended (collectively, “Original Fee Act”), and Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (“Simplified Fee Act”) (i) to enter into fee-in-lieu of *ad valorem* taxes (“FILOT”) arrangements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina (“State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain FILOT payments with respect to such investment;

**WHEREAS**, pursuant to the Original Fee Act, the County entered into a Lease Purchase Agreement with the Company, dated as of October 1, 1996 (the “Lease”), pursuant to which (i) the Company promised to make certain investments in real and personal property in the County for the purpose of acquiring and constructing a manufacturing facility in the County, and (ii) the County provided the Company FILOT benefits with respect to the Project, as defined below (“Original Fee”);

**WHEREAS**, the Original Fee arrangement entered into pursuant to the Original Fee Act required that the County hold title to all of the Project assets subject to the FILOT incentive;

**WHEREAS**, under the Simplified Fee Act, the County may provide FILOT incentives with respect to the Project without the need for the County to hold title to the Project assets subject to the FILOT incentive;

**WHEREAS**, because the Company has an existing FILOT arrangement with the County, Section 12-44-170 of the Simplified Fee Act permits the Company to “convert” from a title transfer FILOT arrangement under the Original Fee Act to a non-title transfer FILOT arrangement under the Simplified Fee Act;

**WHEREAS**, the Company elected to transfer the Project from the Original Fee to a FILOT arrangement under the Simplified Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the Lease; (ii) a continuation of the same fee in lieu of tax payments for the time required for payments under the Lease, which time was extended an additional five (5) years by Resolution approved by County Council on February 9, 2016, pursuant to Section 4-12-30(C)(4) of the Original Fee Act; (iii) a carryover of minimum investment of the Original

Fee to the FILOT arrangement under the Simplified Fee Act ; and (iv) the entering into of this Fee Agreement which continues the provisions and limitations of the Lease; and

**WHEREAS**, the County, by Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, 2016 (“Fee Ordinance”), consented to the Conversion and authorized the execution of this Fee Agreement with the Company to (i) achieve the Conversion, and (ii) cancel, terminate or amend certain documents by and between the Company and the County relating to the Original Fee, including the Lease.

**NOW, THEREFORE, AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1. Terms.** The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chairman” shall mean the Chairman of County Council.

“Clerk of County Council” shall mean the Clerk to County Council.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“County Administrator” shall mean the County Administrator of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under Section 12-44-170(B) of the Simplified Fee Act, and which are identified by the Company in connection with their annual filing of a SCDOR PT-300 or comparable forms with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period, less and except the Removed Components. Title to all Economic Development Property shall at all times remain vested in the Company, as the case may be, except as maybe necessary to take advantage of the effect of section 12-44-160.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefore acquired by the Sponsor during the Investment Period.

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

“Facilities” means the Project and any non-FILOT assets to which the County holds title pursuant to the Original Fee.

“Fee Payment” means the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to this Fee Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto acquired by the Company during the Investment Period.

“Inducement Agreement” shall mean that certain Inducement Agreement executed between the County and the Company, as amended, supplemented or corrected.

“Investment Period” shall mean the period commencing March 31, 1997 and ending March 31, 2004.

“Phase” or “Phases” in respect of the Project shall mean for each year of the Investment Period the Equipment, Improvements and Real Property, if any, placed in service during such year.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day 25 years after the last day of the property tax year in which each such Phase of the Project became subject to the terms of the Original Fee. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be March 31, 2028. The Phase Termination Date includes a five (5) year extension applied for by the Company and authorized by the County via resolution on February 9, 2016 under Section 12-44-30(21) prior to the Conversion.

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Real Property” shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company during the Investment Period.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or

Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Sections 4.6, 4.7 or 4.8 of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any Removed Component which is scrapped or sold by the Company and treated as a Removed Component under Section 4.2 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Simplified Fee Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) By due corporate action, the County has agreed that, subject to compliance with applicable laws, the items of real and tangible personal property comprising the Project subject to the FILOT arrangement provided in the Lease shall be considered Economic Development Property under the Simplified Fee Act.

(c) In order to maintain the FILOT benefits the Company presently enjoys with respect to the Project, the County approves the transfer of the Project to this Fee Agreement pursuant to the terms of Section 12-44-170 of the Simplified Fee Act.

**Section 2.2. *Representations of the Company.*** The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State of South Carolina, and has power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a material default, not waived or cured, under any material company restriction or any material agreement or instrument to which the Company is now a party or by which it is bound.



(c) The availability of the payment in lieu of taxes with regard to the Economic Development Property induced the Company to undertake the Project in the County.

(d) The Company has already achieved the minimum investment threshold required by the Simplified Fee Act and will maintain the minimum investment through the Fee Term.

### ARTICLE III

#### TERMINATION OF ORIGINAL FEE

##### **Section 3.1. Termination of Lease; Purchase and Conveyance of Project; Transfer and Conversion of Project.**

(a) Pursuant to Section 10.2 of the Lease, the Company elects to terminate the Lease. The County acknowledges the Company's exercise of its option to terminate the Lease and waives the 30 day notice provision of Section 10.2(c).

(b) Pursuant to Section 10.3 of the Lease, the Company elects to purchase the Facilities from the County for \$1.00. The County acknowledges the Company's exercise of its option to purchase the Facilities and certifies the purchase price is \$1.00. The County acknowledges there are (i) no outstanding FILOT payments due and payable with respect to the Project; (ii) no outstanding *ad valorem* taxes payable with respect to the Project; and (iii) no additional amounts due to the County under the Lease or otherwise.

(c) On receipt of the purchase price, the County shall deliver to the Company documents conveying to the Company good and marketable title to the Facilities, subject to the following: (i) those liens and encumbrances (if any) to which title to the Facilities was subject when conveyed to the County; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; and, (iii) Permitted Encumbrances, as defined in the Lease. The form of a Quitclaim Deed for purposes of conveying title to the real property portion of the Project is attached hereto as Exhibit A. The form of a Bill of Sale for purposes of conveying title to the personal property portion of the Project is attached hereto as Exhibit B.

(d) Pursuant to Section 12-44-170(B) of the Simplified Fee Act, the Company elects and the County consents to the transfer of the portion of Project constituting Economic Development Property under the Lease to a FILOT arrangement under the Simplified Fee Act as provided in this Fee Agreement. The Parties agree that the portion of the Project constituting Economic Development Property under the Lease shall be converted and considered automatically Economic Development Property under the Simplified Fee Act and this Fee Agreement. This Fee Agreement continues the same FILOT payments required under the Lease; this Agreement continues the same FILOT payments for the time required for the FILOT payments under the Lease plus an additional five (5) years; and the minimum investment requirements of the Lease have been met by the Company. The Parties agree this Fee Agreement constitutes an "appropriate agreement" between the County and the Company to continue the provisions and limitations of the Lease.

##### **Section 3.2. Termination of Ancillary Agreements.**

(a) The Parties entered into an Inducement and Millage Rate Agreement as required under the Original Fee Act and as a precursor to the Lease. The Inducement and Millage Rate Agreement is hereby terminated with such termination to be effective on the date of this Fee Agreement.

(b) The Parties entered into additional agreements in order to facilitate and effect the Original Fee. The additional agreements are hereby terminated with such termination to be effective on the date of this Fee Agreement.

## ARTICLE IV

### FEE PAYMENTS

#### **Section 4.1. *Negotiated Payments.***

(a) The Company shall make Fee Payments on all Economic Development Property comprising each Phase of the Project.

(b) The annual Fee Payment due on each Phase is calculated as follows (subject, in any event, to the required procedures under the Simplified Fee Act and to Sections 4.2 and 4.4 of this Fee Agreement):

- Step 1: Determine the fair market value of the Phase of the Project by using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the Project or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on March 31 of the year in which each Phase becomes subject to Original Fee, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, as the case may be, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on March 31 of the year in which each Phase becomes subject to the Original Fee.
- Step 2: As set forth under the Lease, apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase.
- Step 3: As set forth under the Lease, apply a millage rate of 283.4 (which millage rate shall be a fixed rate for the Fee Term).

The Fee Payment is due on each Phase until the applicable Phase Termination Date, which Phase Termination Date the County and the Company, prior to the Conversion, agreed to extend for 5 years pursuant to Section 4-12-30(C)(4) of the Original Fee Act. The annual Fee Payment is due on the payment dates prescribed by the County for such payments.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the Parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

(c) In the event that the Simplified Fee Act or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived hereunder, it being the intention of the County and the Company to continue the FILOT benefits as provided under the Original Fee. In addition, if so requested by the Company and assuming such an arrangement would preserve the Company's FILOT benefits, the County would favorably consider invoking the provisions of Section 12-44-160 of the Simplified Fee Act in order to convert this Fee Agreement to a lease arrangement as provided under Section 4-12-30 of the Code.

(d) If the Project is deemed to be subject to *ad valorem* taxation, then the Company shall pay to the County an amount equal to the *ad valorem* taxes that would be levied on the Project by the County, municipalities, school districts, and other political units as if the Project had not been Economic Development Property under the Simplified Fee Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which FILOT payments have been previously remitted by the Company to the County under this Fee Agreement or the Lease, shall be reduced by the total amount of FILOT payments made by the Company with respect to the Project pursuant to the terms of this Fee Agreement or the Lease, and further reduced by any abatements provided by law.

**Section 4.2. Fee Payments on Replacement Property.** If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Simplified Fee Act, the Company shall make statutory Fee Payments with regard to such Replacement Property as follows:

(a) To the extent that the original income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the Fee Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the Company shall make annual Fee Payments with respect to the Replacement Property until the Phase Termination Date of the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) To the extent that the Replacement Value exceeds the Original Value of the Removed Components ("Excess Value"), the Company shall pay to the County, with respect to the Excess Value, an amount equal the *ad valorem* taxes that would be due if the Replacement Property were not Economic Development Property.

**Section 4.3. Option to Terminate.** From time to time and at any time, including during the continuance of an Event of Default, upon at least 30 days notice, the Company may terminate this Agreement in whole or in part. Upon termination of this Agreement, the Company will become prospectively liable for ad valorem property taxes on the Facilities.

**Section 4.4. Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Phase of the Project, the Fee Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

**Section 4.5. Place and Allocation of Fee Payments.** The Company shall make the Fee Payments directly to the County in accordance with applicable law.

**Section 4.6. Removal of Equipment, Improvements or Real Property.** The Company is entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) are no longer considered a part of the Project and are no longer subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

**Section 4.7. Damage or Destruction of Project.**

(a) *Election to Terminate.* If the Project is damaged by fire, explosion, or any other casualty, the Company is entitled to terminate this Agreement.

(b) *Election to Rebuild.* If the Project is damaged by fire, explosion, or any other casualty, and the Company does not elect to terminate this Agreement, then the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project are deemed to be Removed Components.

**Section 4.8. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or if title to a portion of the Project is taken and renders continued occupancy of the Project commercially infeasible in the judgment of the Company, then the Company may terminate

this Fee Agreement as of the time of vesting of title 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 Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9. Maintenance of Existence.** The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company, or its parent are specifically authorized hereunder. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 4.12 hereof.

**Section 4.10. Indemnification Covenants.** (a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising from the County's execution of this 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. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(a) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (i) occasioned by the acts of that Indemnified Party which are unrelated to the execution of this 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; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

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

**Section 4.11. Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also on the County. Therefore, the Company and the County agree that, in addition to what may be permitted by law and pursuant to the County’s police powers, the County and its authorized agents shall be entitled to inspect the Project or any property associated therewith. Such rights of examination shall be exercised upon such necessary terms and conditions as the Company may prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company’s confidential and proprietary information that may be subject to disclosure upon such examination. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 4.12. Transfer and Subletting.** This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made with County consent, which may be granted by resolution of the County Council, which consent shall not be unreasonably withheld, delayed or conditioned. The Company shall be permitted to assign this Fee Agreement to any of its affiliates, if any, without County consent.

## ARTICLE V

### DEFAULT

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

(a) Failure by the Company as the case may be, to make, upon levy, the Fee Payments described in this Fee Agreement; provided, however, that the Company, as the case may be, shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by Party to perform any of the other material terms, conditions, obligations or covenants of the Party hereunder, which failure shall continue for a period of ninety (90) days after written notice from the non-defaulting Party specifying such failure and requesting that it be remedied.

**Section 5.2. Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the Parties shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the parties under this Fee Agreement.

**Section 5.3. Remedies Not Exclusive.** No remedy conferred upon or reserved to the Parties under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

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

If to the Company:	Kimberly Sigler, Senior Counsel Global Real Estate, Bose Corporation The Mountain Framingham, MA 01701
With a Copy to:	Jennifer W. Davis Nelson Mullins Riley & Scarborough LLP P.O. Box 1806 Charleston, SC 29402 Facsimile: 843-722-8700
If to the County:	Richland County , South Carolina Attn: County Administrator 2020 Hampton Street (29204) Post Office Box 192 Richland, South Carolina 29202
With a Copy to:	Richland County Economic Development Attn: Director 1201 Main Street, Suite 910 Columbia, South Carolina 29201
With a Copy to:	Ray E. Jones Parker Poe Adams & Bernstein LLP 1201 Main Street, Suite 1450 (29201) Post Office Box 1509 Columbia, South Carolina 29202

**Section 6.2. *Administrative Expenses.*** The Company shall reimburse the County for its reasonable costs, including attorneys' fees and costs, incurred in the negotiation and approval of this Fee Agreement, exclusive of normal County overhead, including costs and salaries related to administrative, staff employees and similar costs and fees, as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is 45 days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. The costs reimbursable under this Section are not to exceed \$2,500 in the aggregate.

**Section 6.3 *Filings.*** The Company shall notify the South Carolina Department of Revenue, as required by section 12-44-90 of the Act, of the execution of this Fee Agreement. The Company shall deliver a copy of the notification to the County Auditor, County Assessor and County Treasurer.

**Section 6.4 *Binding Effect.*** This Fee Agreement is binding, in accordance with its terms, on and inures to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 6.5. *Counterparts.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 6.6. *Governing Law.*** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State, exclusive of the conflict of law provisions which would refer the governance of this Fee Agreement to another jurisdiction.

**Section 6.7. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 6.8 *Amendments.*** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

**Section 6.9. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 6.10. *Severability.*** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to continue the FILOT benefits as provided under the Original Fee.



**Section 6.11. *Limited Obligation.*** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 6.12. *Force Majeure.*** Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

**Section 6.13. *Waiver of Recapitulation Requirements.*** As permitted under Section 12-44-55 of the Code, the Company and the County hereby waive application of any and all of the recapitulation requirements set forth in Section 12-44-55 of the Code.

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**ATTEST:**

\_\_\_\_\_  
Clerk, Richland County Council

**BOSE CORPORATION**

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

**EXHIBIT A**  
**FORM OF QUIT-CLAIM DEED**

A-1



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: TRACY WALES
Home Address: 5005 CITADEL AVE COLA. 29206
Telephone: (home) 803 782 1234 (work) 790 7297 c 2617982
Office Address: 2301 DEVINE ST COLUMBIA 29205
Email Address: WALES@SC.RR.COM
Educational Background: B.S.-VCU 1992 DVM-UGA 1998
Professional Background: DWIVER/VETERINARIAN, FOUR PAWS ANIMAL CLINIC

Male [ ] Female [x] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]

Name of Committee in which interested: ANIMAL CARE ADVISORY COMMITTEE

Reason for interest: I SERVED ON THE BLUE RIBBON COMMITTEE and ENJOYED SHARING IDEAS & WORKING WITH OTHERS TOWARD THE GOAL OF MAKING THE MIDLANDS A NO-KILL COMMUNITY

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

Commission: PRACTICING VETERINARIAN, MEMBER OF BLUE RIBBON COMM., TEAMWORK, BRIANSTORMING, ORGANIZATION, ANIMAL ADVOCATE

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: 5

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jacques L. Wales DVM  
Applicant's Signature

2-26-16  
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>3-7-16</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: Jahice Foy Dinkel
Home Address: 9 Somerton Place Col 29209
Telephone: (home) 803.261.8001 (work) 803.782-9171
Office Address: 5219 N. Trenholm Rd. Col 29206
Email Address: jfdinkel@sc.rr.com
Educational Background: College Degree
Professional Background: Real Estate Agent since 1996

Male [ ] Female [X] Age: 18-25 [ ] 26-50 [ ] Over 50 [X]

Name of Committee in which interested: Richland Cty Animal Care Adv. Com.

Reason for interest: I would like to help the county make improvements for the welfare of the dog and cat population in the county.
Your characteristics/qualifications, which would be an asset to Committee, Board or county.

Commission: In my profession I am exposed to the problems the county continues to face w/ animal control. I volunteer

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

Any other information you wish to give? I've lived in Richland city for 54 yrs

Recommended by Council Member(s): Norman Jackson

Hours willing to commit each month: I can easily give 10+ hours per mo. fostering puppies prior to them being adopted out.

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.

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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

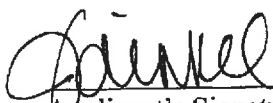
Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes  No

If so, describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

3/17/16  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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

**Applications are current for one year.**

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

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Nicole Howland  
Home Address: 1526 Bookman Loop Winnsboro, SC 29180  
Telephone: (home) 803-422-7881 (work) 803-422-7881  
Office Address: 521 Gibson Rd. Lexington, SC 29072  
Email Address: raalte419 @ msn.com  
Educational Background: JD

Professional Background: Attorney

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

Name of Committee in which interested: Animal Care Advisory Committee

Reason for interest: Co-founded the Heartworm Project, which has collaborated with the City of Columbia Animal Shelter

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: since 2005

I have extensive experience with shelters, animals and local govt. I recently served on the Blue Ribbon Task Force.

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

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 20 hours per month

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
Applicant's Signature

3/3/16  
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>3-4-16</u>	Received by:	<u><i>[Signature]</i></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: John Kososki  
Home Address: 5225 Lakeshore Drive, Columbia, SC 29206  
Telephone: (home) 803-787-1705 (work) \_\_\_\_\_  
Office Address: \_\_\_\_\_  
Email Address: drjohnfk@gmail.com  
Educational Background: BSEE-U. of Wisc; MSEE-M.I.T.; D.B.A.-Harvard U.  
Professional Background: College Teacher; Administrator; Independent Consultant  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Board of Assessment Appeals  
Reason for interest: Currently a member of the Board and seeking re-appointment.

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

Commission:

Taught real estate finance at USC and BBA & MBA finance at Emory University. Was an independent consultant in economics and IT for over 35 years.

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

Any other information you wish to give? Have lived in Richland County for 44 years.

Recommended by Council Member(s): Previously recommended by Greg Pearce and Jim Manning

Hours willing to commit each month: 30-40 hours or whatever it takes.

**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.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: FRANK RICHARDSON

Home Address: 119 KINGS CREEK RD, IRMO, SC 29063

Telephone: (home) 803-708-2720 (work) 803-497-0193

Office Address: 119 KINGS CREEK RD, IRMO, SC 29063

Email Address: RICSR22@YAHOO.COM

Educational Background: CIVIL & TELECOMMUNICATION DEGREES

Professional Background: OSP ENGINEER

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

Name of Committee in which interested: BOARD OF ZONING APPEALS

Reason for interest: RE-APPOINTMENT TO BOARD OF ZONING APPEALS

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

MY EXPERIENCE AS A SITTING BOARD MEMBER

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

Any other information you wish to give? NO

Recommended by Council Member(s): COUNCIL MEMBER BILL MALINOWSKI

Hours willing to commit each month: WHATEVER HOURS REQUIRED TO GET THE JOB DONE...

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 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 NO

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Frank Redden  
Applicant's Signature  
4/11/16  
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>4-13-16</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: Jason C. McLees

Home Address: 81 Sand Oak Court, Blythewood, SC 29016

Telephone: (home) 803.708.3363 (work) 803.333.5816

Office Address: 10301 Wilson Blvd, Blythewood, SC 29016

Email Address: jasonmclees@yahoo.com

Educational Background: Graduate school

Professional Background: Information Technology, Richland County Election Commission

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

Name of Committee in which interested: Board of Zoning Appeals

Reason for interest: To help ensure our county areas are utilized in the proper manner by residents and commercial businesses.

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

I hold a Bachelor of Science in BADM and will hold a MS of Project Management from Drexel University by September of 2016. I am also starting my Master's at CIU in September for a degree in CICS. All of these will help me make better decisions on behalf of Richland County residents; and I care about Richland County.

Presently serve on any County Committee, Board or Commission? I work for the RC election commission as a Poll Clerk

Any other information you wish to give? I am married with 3 children

Recommended by Council Member(s): N/A

Hours willing to commit each month: 10-20

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* \_\_\_\_\_ *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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


*Adam C. Mas...*  
Applicant's Signature

17 MAR 16  
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>3-17-16</u>	Received by:	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

## Richland County Council Request of Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television and Other Transmitting Towers; Subparagraph c.; Clause 1; so as to amend the setback requirements for towers abutting residentially zoned parcels [RUSH] [FIRST READING]

FIRST READING: May 3, 2016 {Tentative}

SECOND READING: May 24, 2016 {Tentative}

THIRD READING: June 7, 2016 {Tentative}

PUBLIC HEARING: May 24, 2016 {Tentative}



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-152, SPECIAL EXCEPTIONS; SUBSECTION (d), STANDARDS; PARAGRAPH (22), RADIO, TELEVISION AND OTHER TRANSMITTING TOWERS; SUBPARAGRAPH c.; CLAUSE 1; SO AS TO AMEND THE SETBACK REQUIREMENTS FOR TOWERS ABUTTING RESIDENTIALLY ZONED PARCELS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television And Other Transmitting Towers; Subparagraph c.; Clause 1; is hereby amended to read as follows:

1. Communication towers abutting a residentially zoned parcel ~~shall have a minimum setback of one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required setback shall be two hundred and fifty (250) feet shall have a minimum setback of one (1) foot for every one (1) foot of tower height or one hundred (100) percent of the tower's fall zone, plus a safety factor of ten (10) percent; whichever is less. Fall zones shall be certified in the form of a letter from an engineer, licensed by the State of South Carolina, that includes the engineer's original signature and seal. The fall zone shall not encroach onto structures on any property; nor shall the fall zone encroach onto adjacent properties, unless the owner of the adjacent property signs a waiver. The waiver shall be in a recordable waiver document and shall indemnify and hold the county harmless. In no case shall the fall zone encroach into a public right-of-way. Additionally, the owner of the tower shall agree in writing to indemnify and hold Richland County harmless from and against any liability arising out of damage to real or personal property or injury to any person or in any way connected with the construction of, erection of, and/or maintenance of the communication tower and antenna, including the removal of said communication tower and antenna,~~

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2016.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2016

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:        April 19, 2016 (tentative)  
Public Hearing:        May 24, 2016 (tentative)  
Second Reading:      May 24, 2016 (tentative)  
Third Reading: