

RICHLAND COUNTY
COUNTY COUNCIL AGENDA

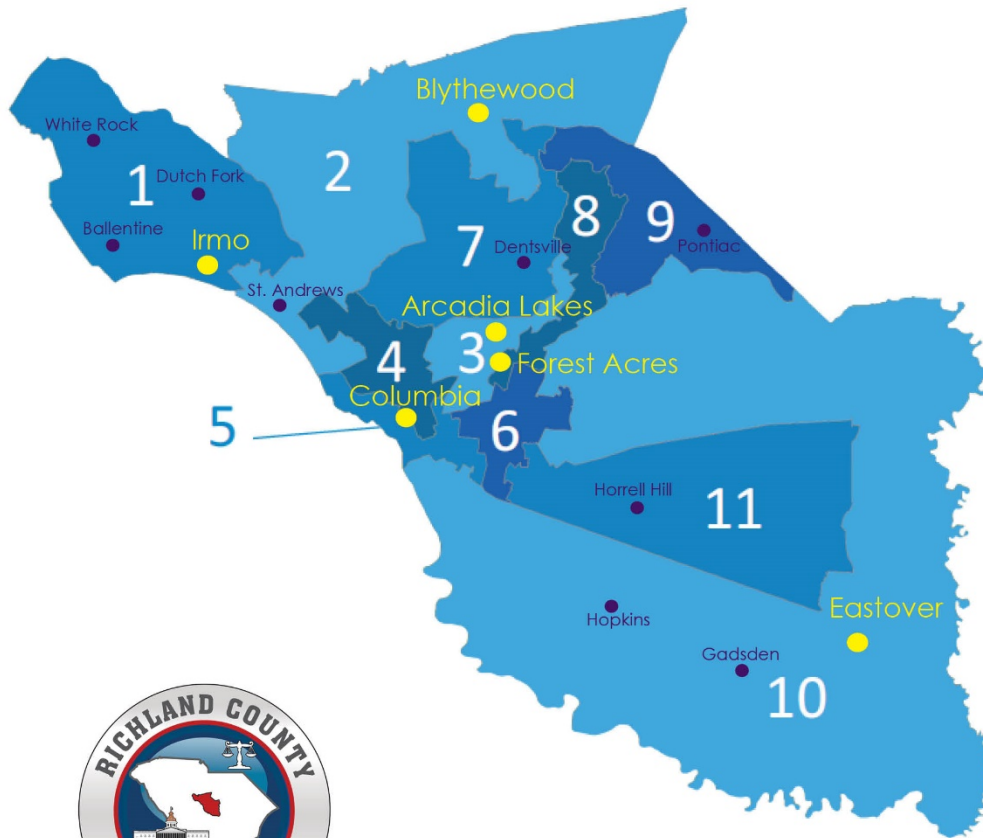


Tuesday, OCTOBER 03, 2017

6:00 PM

**DECKER CENTER, 2500 DECKER
BOULEVARD, COLUMBIA, SC 29206**

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11



Richland County Council

Regular Session

October 03, 2017 - 6:00 PM

Decker Center, 2500 Decker Boulevard, Columbia, SC 29206

1. **CALL TO ORDER** The Honorable Joyce Dickerson,
Chair Richland County Council

2. **INVOCATION** The Honorable Bill Malinowski

3. **PLEDGE OF ALLEGIANCE** The Honorable Bill Malinowski

4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Special Called Meeting: September 6, 2017 [PAGES 10-15]
 - b. Special Called Meeting: September 12, 2017 [PAGES 16-27]
 - c. Special Called Meeting: September 26, 2017 [PAGES 28-29]

5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith, County Attorney
 - a. Potential Litigation
 - b. Contractual Matters: Sale of Property (2)

7. **CITIZENS' INPUT**
 - a. For Items on the Agenda Not Requiring a Public Hearing

8. REPORT OF THE COUNTY ADMINISTRATOR

Gerald Seals, County Administrator

- a. Council Chambers Renovations Update
- b. Fire Service Contract
- c. Transportation Program Utility Relocation Update
- d. Hurricane Irma After Action Report

9. REPORT OF THE CLERK OF COUNCIL

Michelle Onley, Deputy Clerk of Council

- a. Institute of Government and County Council Coalition, October 18-19, Embassy Suites
- b. Potential Council Retreat Locations: [ACTION]
 - 1. Embassy Suites Myrtle Beach Oceanfront Resort – Jan. 25-26
 - 2. Embassy Suites – Charleston Airport location – Jan. 25-26
 - 3. Clemson University (Madren Center Conference Center & Inn) – Jan. 18-19
 - 4. Hilton Garden Inn – Charleston Waterfront – Jan. 18-19
 - 5. County Council Chambers
 - 6. Decker Center
- c. Columbia Urban League's 50th Anniversary "Equal Opportunity Day Dinner", Tuesday, November 7, 6:00 p.m., Columbia Metropolitan Convention Center

10. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

- a. Special Called Meeting Follow-Up

11. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Joyce Dickerson

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and Trane U.S., Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

12. APPROVAL OF CONSENT ITEMS

The Honorable Joyce Dickerson

- a. An Ordinance Authorizing a quit claim deed to David Hodge for a parcel of land located in Richland County, known as a portion of the Olympia Alleyways, and abutting TMS #08815-04-02 [FIRST READING] [PAGES 30-40]
- b. Council Motion: Request that administrative staff and Emergency Services Director evaluate the current contract for ambulance service fee collection to determine whether a rebid of this contract might improve the revenue from ambulance operations. A recommendation regarding this contract would then be reported to the A&F Committee for any necessary action [PEARCE] [PAGES 41-50]
- c. An Ordinance Authorizing the re-direction and expenditure of unspent proceeds of certain of the County's bond issues; and other matters relating thereto [FIRST READING] [PAGES 51-56]
- d. Resolution to Distribute \$24,326.99 in Federal Forestry Funds [PAGES 57-61]
- e. Construction Contract Award for an Airfield Lighting Signage Project at the Jim Hamilton LB Owens Airport [PAGES 62-64]

13. THIRD READING ITEMS

The Honorable Joyce Dickerson

- a. 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, 2017, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2017, through June 30, 2018 [PAGES 65-75]
- b. An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Three Hundred Seven Thousand Three Hundred Eighty Three Dollars (\$307,383) to increase funding to the Board of Voter Registration & Elections Department [PAGES 76-78]
- c. To establish and create a special tax district within Richland County, South Carolina, to be known as the "Lake Dogwood Special Tax District"; to define the nature and level of services to be rendered therein; to

authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [PAGES 79-87]

- d. An Ordinance authorizing a deed to Empire Equities Capital, Ltd. for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07 [PAGES 88-96]
- e. Authorizing the execution and delivery of a fee in lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and Trane U.S., Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 97-130]
- f. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Tyson Prepared Foods, Inc. to provide for payment of a fee-in-lieu of taxes; the extension of an existing fee-in-lieu of tax agreement between Richland County and Project Flag; and other related matters [PAGES 131-164]

14. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Greg Pearce

- a. Additional Office Space for the Public Defender's Office [PAGES 165-174]

15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. A Resolution approving the 2017 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina [PAGES 175-193]

16. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

- a. NOTIFICATION OF VACANCIES:
 - 1. Community Relations Council - 4
 - a. Donnell Peterson [PAGES 191-201]
 - b. Jeff Stallings [PAGES 202-203]
 - 2. Employee Grievance - 1

a. Roger Sears [PAGES 204-206]

17. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Jim Manning

- a. Farrow/Pisgah Church Road Intersection Project: [PAGES 207-238]
 - 1. Proposed Resolution for acquisition of 1.19 acres from South Carolina DDSN
 - 2. Proposed Ordinance Granting of permanent easement to SCE&G
- b. Bluff Road Widening Phase I: Proposed Ordinance for quitclaim of property [PAGES 239-250]
- c. Program Status Update [PAGE 251]

18. CITIZENS' INPUT

- a. Must Pertain to Richland County Matters Not on the Agenda

19. EXECUTIVE SESSION

Larry Smith, County Attorney

20. MOTION PERIOD

- a. Move that (1) HR determine how many pre-Medicare retirees on medical disability are currently being insured by the County; and of this number, how many are having to pay the full increase in premiums for spouse and/or dependent insurance coverage. (2) Based on the number of individuals in this category, what would the cost be for the County to provide them the same financial assistance as being provided to full time employees via recent County Council action
- b. I move that a full/complete report of the PDT activities on the spending and handling of the money they received be provided to Council immediately. After receipt of the report, Council should have a meeting /work session so that everyone understand if the referendum the Citizens of Richland County approved was and is handled properly. Note: I have concern after being told that estimated are running one to two hundred percent over and decisions are made without full Council's knowledge or approval. Parsons and Brinckerhoff was paid \$600,000 for the study and it is my understanding that a ten to fifteen percent overrun was built in the estimates and

The Honorable Greg Pearce

The Honorable Norman Jackson

each project had a detailed list of the cost which would also clarify issues with utility relocation and other issues.

- c. I move that a freeze be placed immediately on all Penny Tax Projects until Council have a full understanding if funds are not being spent in accordance with the Referendum and Ordinance. Note: If funds are being spent more than the allotted amount for each project, there will not be enough funds left to complete all projects. That means some projects and areas will not have the benefit of the Penny Tax they voted for.

The Honorable Norman Jackson

- d. I move that Richland County and the City of Columbia have a meeting of the mind to discuss our differences and decide if we can have some common ground to resolve our differences. (This motion was made in February of 2017). Note: Partnership, merge, agreement, on joint Planning, Storm drainage issues, annexation notifications and issues, business license, and other pertinent issues.

The Honorable Norman Jackson

21. ADJOURNMENT



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



Richland County Council

SPECIAL CALLED MEETING
September 6, 2017 – 2:00 PM
4th Floor Conference Room

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Calvin “Chip” Jackson; Norman Jackson, Gwendolyn Davis-Kennedy; Paul Livingston; Jim Manning; Yvonne McBride; Dalhi Myers; Greg Pearce; and Seth Rose

OTHERS PRESENT: Gerald Seals, Brandon Madden, Jamelle Ellis, Beverly Harris, Sandra Yudice, Michelle Onley, James Hayes, David Bowser, Stacey Hamm, Larry Smith and Kimberly Williams-Roberts

CALL TO ORDER – Ms. Dickerson called the meeting to order at approximately 2:00 PM.

ADOPTION OF AGENDA – Mr. Malinowski stated that Item (a) should be plural.

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

ITEMS FOR DISCUSSION/ACTION

- a. **Retreat Preparations** – Mr. Seals stated a “Priority Setting Session” with Council was held in September 2016, which assisted staff in setting Council’s priorities and the budget.

The “Priority Setting Sessions” are a time for Council to provide Administration with guidance. Staff will attempt to look at the top 5 things and have an opportunity for some education and direction on those issues.

The issue of annexation has taken up a lot of time and background discussion. In preparation, staff has looked for an expert to address the issue of annexation, in particular when annexation morphs into consolidation. What are the appropriate procedures for addressing that? What are the negatives? What are the benefits?

Last year there was a discussion about the portfolio of services the County provides. (i.e. What level should the County provide those services? Adjustments?). Staff put together a comprehensive portfolio, which needs to be addressed.

The third issue that needs to be addressed is sustainability. In particular, financial sustainability. Where is the County in terms of the economics of Richland County? What are the trends? The County is large enough that it has its own economy.

The final issue is compensation of employees. How does the County begin to address the compensation issues? In terms of costs, insurance is a big issue.

The suggestion is to hold the “Priority Setting Sessions” over a 2-day period of time.

Mr. Seals stated the area the County is most challenged in is constituent services and staff has been working on this area for the last year. For example:

- There is not a simple tool kit for Council to reach into as they are meeting
- Rudimentary discussions need to take place with Council in regards to fine tuning the tool kit
- Funding agencies and/or events, but not knowing when the events are taking place
- Approximately 400 HOAs in the County
- Over 8,900 sites are blighted, abandoned, etc.
- Rebranding the County

Mr. C. Jackson inquired when the budgeting process will begin.

Mr. Seals stated Council will receive a comprehensive document that is an economic sustainability document, which will go through a trend analysis. In addition, Mr. Seals has been looking for an expert Council can talk to about trend analysis and matters that will be facing the County.

The budgeting process needs to begin prior to November. The budget office has begun to work on the analysis and look at where the County is and mapping out and trending the costs. The County needs to be more proactive instead of reactionary.

Mr. C. Jackson stated he would like to hear from the Board of Economic Advisors about the economic forecast for South Carolina and Richland County. Their timing may not be on the same schedule that the Administrator is on since they typically talk about the forecast in November or December.

Ms. Myers stated staff did a really good job of putting together the briefing book of the County’s services and what the residents’ tax dollars are paying for. The County needs to do a better job of making the taxpayers aware of what their tax dollars are used for. She suggested developing marketing materials to inform the citizens of these services. For example, many of the citizens believe the County has contracted with the City of Columbia for fire service.

Mr. Seals was in agreement the materials available are woefully inadequate.

Ms. McBride stated it is important for the County to look at the priorities when setting a budget for the various funds. Those established priorities would be funded first and then other things can be funded. For example, if poverty was one of our priorities that our budget be driven by that priority.

Ms. Dickerson stated she was out riding in Columbia late at night and noticed they were cleaning the streets so there was not a lot of debris to be find the next morning. Other areas of the County are not as well maintained.

Mr. Seals stated he has noticed that the County as a whole is dark, which lends to increased crime rates in those areas.

Mr. N. Jackson stated one of the major concerns in his district is the maintenance of ditches.

Ms. Kennedy expressed her displeasure with all of the signs in the County. She said she picked up over 100 signs and called the individuals regarding the existing sign ordinance.

- b. Insurance Program – Mr. Seals stated there is a 2-Stage process to address the insurance issues and perhaps lessen the burden. Part of the problem is while Council has authorized increases to the compensation of employees, the increases have not kept pace with the growth in insurance costs.

Ms. Dickerson stated she felt this issue needed to be vetted by full Council and instruct the Administrator on how to proceed. If action is not taken on the matter today it will be forwarded to the Council Retreat for discussion.

Mr. C. Jackson inquired as to when the new increases will take place.

Mr. Seals stated the cure is multi-phased. The first phase is there are approximately 500 employees who are affected by the increases. The recommendation is for the County to absorb the increase for the insurance. The costs will be approximately \$482,000. There is sufficient savings in the insurance line item that will prevent pressure on the fund balance.

The second phase of the cure would involve arriving at a policy that would coincide with taking a look at the overall compensation of employees to ensure the employees do not go into poverty level. This does not change the aggressiveness in terms of mitigating insurance costs by ensuring the employees are healthier. This policy will be presented to Council in the Spring through the committee process.

Mr. Seals stated the Priority Setting Sessions are tentatively scheduled for October 19-20.

Mr. Pearce stated when the insurance was restructured last year there was a 2-tiered system wherein the employees could purchase a richer plan or continue with a basic insurance plan. He inquired as to where the plan fell apart.

Mr. Seals stated he does not think he it fell apart. The employees with dependent coverage are where the major issue lies. It would appear this was not taken into account when the insurance plan(s) were restructured.

Mr. Pearce requested the Administrator to explain the savings within the program that will cover the costs without going into fund balance.

Mr. Seals stated he has prepared a memo for distribution to Council that will explain how the costs will be covered.

Mr. Pearce stated he would suggest moving this matter forward for a vote as quickly as possible since it is time sensitive.

Mr. Malinowski inquired what happens if the County absorbs the costs this year and there is another increase next year.

Mr. Seals stated the County will not be able to absorb 10-15% increases per year. His suggestion is to begin by setting a policy and continue to be aggressive in working with the insurance company, as well as ourselves.

Mr. C. Jackson stated his reason for asking if this was a time sensitive matter was to ensure Council was able to have a broader conversation.

Mr. Seals stated the first deductions from employees' paychecks will be this coming Friday. He stated we will be able to issue a refund, but the more we get into October the employees are going to feel

the deductions. Ideally, if there was some way to take action at this meeting we could foregone that happening.

Mr. Pearce stated when we restructured the insurance plan we talked about things we needed to do in the future. For example, we have not moved forward with exploring the possibility of partnering with Palmetto Health to provide in-house care on a contractual basis to reduce insurance costs. Simply negotiating with the insurance company will not be produce the results needed. We are going to have to think outside of the “insurance company” box.

Mr. Pearce moved, seconded by Mr. N. Jackson, to authorize the Administrator to initiate the change as soon as possible.

Ms. Myers inquired if this speaks to the main issue with the EMS workers.

Ms. Dickerson responded in the affirmative.

Ms. Myers inquired if we are experiencing 12 – 15% insurance increases with CIGNA every year.

Mr. Seals stated there is the potential to have to significant increases if we do not gain control of this.

Ms. Myers stated we need to look at other competitive providers because that is going to be real money for the employees in the future.

Mr. Pearce stated for clarification for Ms. Myers and Mr. C. Jackson who were not here last year. Historically, the County has provided an incredible plan, which got us into problems. We had a very rich, low deductible plan. Then with the changes in healthcare it has crushed us. Last year, we instituted a buy-up plan for employees to retain the rich plan, but also provided a base plan.

Ms. Myers inquired if we have heard back from employees who do not have dependents to ensure they do not feel like they are getting a lesser benefit.

Mr. Seals stated employees who do not have dependent coverage are speaking up and stating it is unfair about how the increase is affecting their fellow employees.

Mr. Livingston stated he knows we promote preventative measures for staff, but is there a way to effect the dependents as well.

Mr. C. Jackson inquired if this motion will cover all employees with family coverage.

Mr. Seals stated there may be additional employees to opt-in for coverage that did not previously due to the increase in premiums.

Ms. McBride inquired if staff has checked with other comparable counties to inquire about issues they may be experiencing.

Mr. Seals responded in the affirmative.

Ms. Dickerson requested the Administrator to ensure the employees know that Council is taking this matter very serious.

In Favor: Pearce, C. Jackson, N. Jackson, Malinowski, Dickerson, Livingston, Myers, Kennedy, Manning, and McBride.

The vote in favor was unanimous.

- c. Personnel Matters: Staff Evaluation – Mr. Pearce moved, seconded by Mr. N. Jackson, to direct the Chair and Vice Chair explore options for the evaluation of the Administrator and the County Attorney. The vote in favor was unanimous.
- d. Personnel Matter: Clerk’s Search – Mr. Pearce moved, seconded by Mr. N. Jackson, to direct the Chair and Vice Chair to potentially develop a template for the evaluation of the future Clerk of Council and to bring back options for hiring someone to assist Council as soon as possible so Council can make a determination of who they would like to engage to perform those duties. The vote in favor was unanimous.

ADJOURNMENT – The meeting was adjourned at approximately 3:45.

X

Joyce Dickerson
Chairwoman

X

Bill Malinowski
Vice Chair

X

Calvin "Chip" Jackson
District Nine

X

Norman Jackson
District Eleven

X

Gwendolyn Kennedy
District Seven

X

Paul Livingston
District Four

X

Jim Manning
District Eight

X

Yvonne McBride
District Three

X

Dalhi Myers
District Ten

X

Greg Pearce
District Six

X

Seth Rose
District Five

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



Richland County Council

SPECIAL CALLED MEETING
September 12, 2017 – 6:00 PM
Richland Library – Main Branch
1431 Assembly Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Calvin “Chip” Jackson; Norman Jackson, Gwendolyn Davis-Kennedy; Paul Livingston; Jim Manning; Yvonne McBride; Dalhi Myers; Greg Pearce; and Seth Rose

OTHERS PRESENT: Gerald Seals, Brandon Madden, Jamelle Ellis, Tracy Hegler, Beverly Harris, Sandra Yudice, Tony Edwards, Michelle Onley, Jeff Ruble, Roger Sears, James Hayes, Larry Smith, Ismail Ozbek, Pam Davis, Stacey Hamm, David Bowser, Lillian McBride, and Kimberly Williams-Roberts

CALL TO ORDER – Ms. Dickerson called the meeting to order at approximately 6:00 PM.

INVOCATION – The invocation was led by the Honorable Jim Manning.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by the Honorable Jim Manning.

APPROVAL OF MINUTES

- a. **Special Called Meeting: July 25, 2017** – Mr. Malinowski moved, seconded by Ms. Kennedy, to approve the minutes as distributed.

Mr. Pearce moved, seconded by Mr. Manning, to reconsider the “Contractual Matter with the City of Columbia” (p. 8 of July 25, 2017 minutes). The vote was in favor of reconsideration.

The vote was in favor of approving the minutes.

ADOPTION OF AGENDA – Mr. Pearce stated Item 18: Report of the Blue Ribbon Ad Hoc Committee needs to be deferred due to the Blue Ribbon Ad Hoc Committee meeting notice not being properly published.

POINT OF CLARIFICATION – Mr. Manning inquired if the items forwarded from the Blue Ribbon Ad Hoc Committee were properly advertised for the Special Called meeting and if anything is time sensitive.

Mr. Livingston stated if the items did not go through the committee process it simply means there is not a committee recommendation, but full Council should be able to take action.

Mr. Smith stated the items were placed on the agenda through the committee process. It is his understanding that none of the items are time sensitive. Therefore, it is his recommendation to defer action on those items until another Blue Ribbon Ad Hoc Committee meeting can be held.

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

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Smith stated the following items are potential Executive Session items:

- a. Business Service Center Appeals Board Appeals
- b. Pending Litigation Update
- c. Property Acquisition
- d. Item #17(b): An Ordinance authorizing the issuance and sale of not exceeding \$_____ General Obligation Bond, Series 2018A, or such other appropriate series designation, of Richland County; 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 disposition of the proceeds thereof; and other matters relating thereto
- e. Contractual Matter with the City of Columbia
- f. Item 17(a): Atlas Road Widening Project: Right-of-Way Acquisition

Council went into Executive Session at approximately 6:14 PM and came out at approximately 6:44 PM.

- d. Item #17(b): An Ordinance authorizing the issuance and sale of not exceeding \$_____ General Obligation Bond, Series 2018A, or such other appropriate series designation, of Richland County; 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 disposition of the proceeds thereof; and other matters relating thereto – Mr. Livingston moved, seconded by Mr. C. Jackson, to accept this item as information. The vote in favor was unanimous.

CITIZENS' INPUT – No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. Property Acquisition – This item was taken up in Executive Session.
- b. Update: EMS Department – Mr. Seals stated this was handled with Council's assistance with the matter of the County's health insurance.

REPORT OF THE CLERK OF COUNCIL

- a. REMINDER: Joint County/City Council Meeting, September 19th, 6:00 PM, Columbia Metropolitan Convention Center – Ms. Onley reminded Council of the upcoming Joint County/City Council meeting on September 19th.
- b. REMINDER: Columbia Chamber's 115th Annual Gala, September 28th, 6:00 – 9:00 PM, Columbia Metropolitan Convention Center – Ms. Onley reminded Council of the upcoming Columbia Chamber of Commerce's Annual Gala. If Councilmembers wish to purchase tickets they should contact the Clerk's Office for assistance.

Special Called Meeting
September 12, 2017

-2-

- c. Potential Council Retreat Locations – Ms. Onley stated that Ms. Roberts has been working on potential locations for the upcoming 2018 Council Retreat. Councilmembers were encouraged to contact the Clerk’s Office if they would like to suggest a location. Action on this item will be taken at a future Council meeting.
 - 1. Embassy Suites Myrtle Beach Oceanfront Resort: January 25 – 26
 - 2. Embassy Suites – Charleston Airport Location: January 25 – 26
 - 3. Clemson University (Madren Center Conference Center & Inn): January 18 - 19
 - 4. Hilton Garden Inn – Charleston Waterfront: January 18 – 19
 - 5. Recreation Commission Adult Activity Center (Malinowski)
- d. Institute of Government and County Council Coalition, October 18 – 19, Embassy Suites – Ms. Onley stated the SCAC’s Fall Institute of Government and County Coalition will be held October 18 – 19 at Embassy Suites – Columbia.

REPORT OF THE CHAIR

- a. Hurricane Harvey Relief – Ms. Dickerson thanked everyone who participated in the Hurricane Harvey relief efforts.
- b. Hurricane Irma Status Report – Ms. Dickerson thanked staff for their efforts during Hurricane Irma.
- c. Soda Cap Connector – Ms. Dickerson stated the COMET initiated 2 free “Soda Cap Connector” routes.

OPEN/CLOSE PUBLIC HEARINGS

- a. An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Three Hundred Seven Thousand Three Hundred Eighty-Three Dollars (\$307,383) to increase funding to the Board of Voter Registration & Elections Department – No one signed up to speak.
- b. To establish and create a special tax district within Richland County, South Carolina, to be known as the “Lake Dogwood Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto –

Opposed: Ms. Joyce Perkins, Ms. Sharon Steele, and Ms. Virginia Edelstein
In Favor: Mr. Lawrence Flynn, Mr. Jack Spivey, and Mr. Monte Lemmon

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to 209 Stoneridge, LLC; and other related matters – No one signed up to speak.
- d. An Ordinance authorizing a deed to Empire Equities Capital, Ltd. for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS #23000-03-07 – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- a. Department of Public Works: 2017 – Private Roads requested to be deeded to the County for perpetual maintenance

Mr. Livingston moved, seconded by Mr. Manning, to approve the consent items. The vote in favor was unanimous.

ORDINANCES – THIRD READING

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to 209 Stoneridge, LLC; and other related matters – Mr. Manning moved, seconded by Mr. Livingston, to approve this item.

In favor: Pearce, Rose, C. Jackson, N. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, and McBride.

The vote in favor was unanimous.

ORDINANCES – SECOND READING

- a. An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Three Hundred Seven Thousand Three Hundred Eighty-Three Dollars (\$307,383) to increase funding to the Board of Voter Registration & Elections Department – Mr. N. Jackson moved, seconded by Ms. Kennedy, to approve this item. The vote was in favor.
- b. To establish and create a special tax district within Richland County, South Carolina, to be known as the “Lake Dogwood Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto – Mr. N. Jackson stated he received an email from the Auditor explaining his stance on why implementing a flat fee.

Mr. Brawley stated the statute limits the Auditor’s Office to apply a uniform fee and some of the things the Lake Dogwood Association has proposed does not meet the requirements. The previous special tax districts established used a flat fee and the taxing system to set up to accommodate the flat fees. The software vendor is unable to accommodate any changes prior to the issuance of the tax bills for this fiscal year.

Ms. Myers stated there was a statement in Mr. Brawley’s letter that he was concerned if the new programming was implemented it would affect all tax bills.

Mr. Brawley stated when implementing a change to the system you have to test the programming to ensure it does not affect any of the other tax bills outside of the special tax district.

Mr. Malinowski inquired if Council will see what tax is going to be levied on the individuals prior to 3rd Reading of this matter.

Mr. Brawley provided an example of the taxes that would be levied on the individuals to Council members.

Mr. Malinowski inquired about the language in Section 5: Administration of the District as there does not seem to be any penalty if the Commission does not notify Council of any changes within 30 days.

Mr. Flynn stated the thought behind that was that they should not be penalized as long as they notify Council of the changes.

Mr. Malinowski stated the language on p. 6 of the ordinance (p. 56 in the agenda packet) does not seem to make sense.

Mr. Flynn stated the ordinance will be corrected prior to 3rd Reading.

Ms. Myers stated many of the homeowners have raised a concern there are many exempt properties; therefore, if there is a flat fee the funding necessary to repair the dam may never be obtained. If there is a variable fee the Auditor contends there is no realistic way to do so this fiscal year. She inquired if there is a way to do a flat fee and then change it in the future.

Mr. Brawley stated he more than willing to work with the homeowners' association to try to come to a resolution, but at this point the only option would be the flat fee.

Ms. Myers inquired if the Auditor knew how many of the properties were exempt.

Mr. Brawley stated with the flat fee none of the properties would be exempt.

Mr. Malinowski stated if you are a member of a homeowners' association you pay a flat fee for membership no matter the value of your property. Therefore, he does not understand why there cannot be a fee on each house in the community.

Mr. Rose inquired if the referendum specified the means of how the repairs would be funded.

Mr. Flynn stated the request before Council tonight is simply to approve the creation of the district. The follow-up is the type of levy because of the date by which the tax notice has been put out. The referendum question follows and mirrors the terms of the statute. It explicitly allows for the levying of ad valorem property taxes or the issuance of a uniform charge.

Mr. Rose inquired about the avenues taken to advertise the referendum.

Mr. Flynn stated a petition of at least 15% of the qualified registered voters in the community must be submitted to County Council. The petition was presented to Council at the end of 2016. The referendum, in accordance with State law, was noticed twice in The State newspaper. Once the referendum was finalized and the results were certified, the next step is the approval of the tax district. There were 99 eligible registered voters, of which 48 voted.

Mr. C. Jackson stated it appears that less than 50% of the eligible registered voters were able to participate. In addition, there are a number of property owners that do not live there; therefore, they are not able to participate. If you take the 51 that did not vote and add to it the number of people that were not eligible to vote it sounds like the number of people able to participate in the process was significantly more than those that live there or own property there. He inquired if there was any consideration given to those individuals thoughts on the process even though they could not vote.

Mr. Flynn stated there were at least 2 public meetings held at the Recreation Commission facility regarding the referendum.

Mr. N. Jackson stated the confusion came because people that owned property did not have an opportunity to voice their opinion by a vote on whether they should go along with the tax district or not. There are 122 lots, but only 50 people are registered to vote in that area.

Mr. Manning stated there have been 4 special tax districts that have previously come before Council. He inquired if on those previous special tax districts the only people affected were those that lived on or had access to the lake.

Mr. Flynn responded in the affirmative.

Mr. Manning inquired if the residents without direct access to the lake would be able to access the lake.

Mr. Flynn stated the reason properties outside of those adjoining the lake were included because everyone in the community has direct access to the lake.

Ms. Dickerson requested clarification on whether there is dock access if you do not live on the lake.

One of the residents of the community stated there is a road that leads directly to the dam that gives the community access to the lake when there is water in the lake.

Mr. Manning inquired if there is anyone not connected to the community that can address the issue of access to the lake. No one responded to Mr. Manning's inquiry.

Mr. Malinowski requested clarification on which residents are to be affected by the referendum and who was allowed to vote.

Mr. Flynn stated all of the registered voters in the community were allowed to vote on the referendum.

Mr. N. Jackson stated he would like to divide the question. He would like to move forward with approval of the referendum and take up the funding mechanism at a future Council meeting once clarity has been received from Legal and the Auditor. Mr. Malinowski seconded the motion.

Ms. Kennedy requested a legal opinion on whether the residents will have access to the lake.

Mr. Rose inquired about the impact of delaying the decision on the funding mechanism.

Mr. Flynn stated 3rd Reading of the ordinance is planned for October 3rd. A meeting for the Special Tax District will then be held on October 4th in order to ensure authorization to the Auditor's Office to place the fee on the tax bills.

Mr. Rose requested a friendly amendment to move the ordinance forward and request clarification on the funding mechanism prior to 3rd Reading.

Mr. N. Jackson stated that is what his motion was intended to do.

Ms. Myers inquired if the question is divided does that mean that ½ of question is on track for 3rd Reading and the other ½ is on track for 2nd Reading.

Mr. N. Jackson stated his motion is to forward the ordinance to the October 3rd Council meeting for 3rd Reading and take up the funding mechanism at next week's Council meeting.

Mr. Pearce inquired based on Mr. N. Jackson's motion if what Council is doing appropriate.

Mr. Smith stated the motion to divide the question is properly not an appropriate motion. The item does require 3 readings and Council can always amend the ordinance at 3rd Reading to address the question of funding. It would be his suggestion to move the matter along and whenever the requested information is received by Council to amend the ordinance to address the concerns expressed by the public.

Mr. Pearce made a substitute motion, seconded by Mr. Rose, to approve the ordinance as presented and follow the suggestion of the Legal.

Mr. Malinowski requested a friendly amendment to include language to address the funding mechanism on 3rd Reading.

The vote was in favor.

- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Flag to provide for payment of a fee-in-lieu of taxes; the extension of an existing fee-in-lieu of tax agreement between Richland County and Project Flag; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski inquired as to why the name of the company is not included in the documents since the company is already in existence and the fee-in-lieu is being updated.

Mr. Ruble stated the company requested to remain anonymous and there is an investment offer.

The vote in favor was unanimous.

- d. An Ordinance Authorizing a deed to Empire Equities Capital, Ltd. for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07 – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski stated there seems to be information missing in regards to this item. The ordinance cites an attachment, but there is not an attachment included in the agenda packet. He requested that any missing information be provided in the agenda packet for 3rd Reading.

Mr. Manning requested a friendly amendment that if the information is not provided that Council has no choice but to reject it.

Mr. Malinowski did not accept the friendly amendment.

Mr. N. Jackson requested clarification on the friendly amendment. It is his understanding that Mr. Manning's friendly amendment would automatically reject the item. Council would not have an opportunity to vote on the item.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, that if the information is not provided by the time the agenda is drafted the item will not be placed on the agenda.

Mr. N. Jackson stated for clarification that if the Chair and Vice Chair does not have the information by the Horizon meeting tomorrow, the item will not be added to the agenda. He stated he does not think it is appropriate to not add the item to the agenda because the Chair and Vice Chair does not have the information prior to the meeting.

Mr. Malinowski stated too many times Council gets to the meeting and information is not here and it has to be deferred. Therefore, it does not matter if it is on the agenda without all the information and it is deferred or we do not add the item to the agenda because we do not have the information.

The substitute motion failed.

Mr. C. Jackson requested Mr. Seals to refresh his memory as to what Empire Equities Capital is and what they intend to do with the property.

Mr. Seals stated Empire Equities Capital runs a chain of daycares; therefore, the property will be used as a daycare facility.

Mr. Manning stated it is his understanding that the property is zoned PDD and can only be used as a library. Therefore, at what point and how do we change that so a daycare can go there?

Mr. Seals stated it will come back to Council for action at a future meeting.

The vote was in favor of this item.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

- a. Sprinkler Head Replacements Phase 1-3 at Alvin S. Glenn Detention Center – Mr. Pearce stated the committee recommended approval of this item.

The vote in favor was unanimous.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

- a. NOTIFICATION OF APPOINTMENTS
 1. Central Midlands Council of Governments – 1 – Mr. Malinowski stated the committee recommended re-advertising for the vacancy. The vote in favor was unanimous.
 2. Township Auditorium Board – 2 – Mr. Malinowski stated the committee recommended appointing Mr. Alexander English and holding the remaining vacancy in committee until the final applicant can be interviewed. The vote in favor was unanimous.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Atlas Road Widening Project: Right-of-Way Acquisition – Mr. Manning stated the committee recommended to move ahead with the acquisition of 16 parcels under the Council authority and refer 10 parcels to a later meeting of the ad hoc committee. The vote in favor was unanimous.

Special Called Meeting
September 12, 2017

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- b. An Ordinance authorizing the issuance and sale of not exceeding \$ ----- General Obligation Bond, Series 2018A, 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 disposition of the proceeds thereof; and other matters relating thereto [FIRST READING BY TITLE ONLY] – Mr. Manning stated it was unanimously recommended by the committee to approve this item for First Reading by Title Only.

Mr. Malinowski stated this will not be on the consent agenda because it is by title only.

Mr. Seals stated this item was deferred to September 26th earlier.

Mr. Malinowski made a substitute motion, seconded by Mr. N. Jackson, to defer this item until September 26th in order to receive complete information.

In Favor: C. Jackson, N. Jackson, Malinowski, Dickerson, Myers

Opposed: Pearce, Rose, Livingston, Manning, Kennedy, McBride

The substitute motion failed.

Mr. N. Jackson stated earlier Council was told they would receive the information on the 26th. Now we are voting to move forward before we receive the information.

Mr. Smith stated Council was given legal advice by bond counsel; however, it is within Council's discretion to decide what you are going to do in regards to following that advice. It was his understanding that Council was going to wait until September 26th to receive the information.

Mr. Rose stated this is a 3 Reading item and this matter will come back at the next Council meeting in October.

Mr. Smith stated there were reasons that bond counsel gave in her memo for why she did not think Council should go forward.

Mr. Pearce inquired if the Transportation Ad Hoc Committee felt moving forward was the correct thing to do at this time.

Mr. Manning stated Mr. Pearce was correct. The letter referenced by bond counsel was dated August 4th and the ad hoc committee meet the last week.

Mr. N. Jackson expressed concern with moving forward with this item after assuring bond counsel the matter would be deferred.

Mr. Malinowski stated the information Council has been provided by bond counsel contains the deadlines when a decision needs to be made if the County is going to pursue bonding and how much bonding to pursue.

Mr. Manning stated there are really 2 parts to the matter. One part is about whether the County is going to bond or not. The other is about how much. The County can decide not to do bonding in 2nd or 3rd Reading. Bond counsel has stated there is a clock ticking and by giving this ordinance 1st Reading by Title Only tonight will ensure the County stays on schedule to make sure the clock does not run out.

Mr. Malinowski moved, seconded by Mr. Pearce, to call for the question. The vote in favor was unanimous.

In favor: Pearce, C. Jackson, Livingston, Manning, McBride

Opposed: Rose, N. Jackson, Malinowski, Dickerson, Kennedy, Myers

The motion to approve this item for First Reading by Title Only failed.

- c. Broad River NIP: SCDOT Supplemental Agreement – Mr. Manning stated the committee recommended approving the supplemental agreement between the SCDOT and Richland County for the Broad River Neighborhood Improvement Project. The vote in favor was unanimous.
- d. Monthly PDT Update at Council Meetings – Mr. Manning stated the committee recommended to have the Project Development Team update by bi-monthly beginning in October. The vote in favor was unanimous.

OTHER ITEMS

- a. A Resolution to appoint and commission David Donnell Green as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.
- b. A Resolution to appoint and commission Dantrell Laquinn Jones as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.
- c. FY18 – District 5 Hospitality Tax Allocations – Mr. Malinowski moved, seconded by Mr. Manning, to approve this item. The vote in favor was unanimous.
- d. FY18 – District 8 Hospitality Tax Allocations – Mr. Malinowski moved, seconded by Mr. Manning, to approve this item. The vote in favor was unanimous.

CITIZENS' INPUT – No one signed up to speak.

EXECUTIVE SESSION

- a. Business Service Center Appeals Board Appeal – Mr. Malinowski moved, seconded by Mr. Manning, to uphold the Business Service Center Appeals Board vote to deny the licenses for both businesses. The vote in favor was unanimous.
- b. Contractual Matter with the City of Columbia – Mr. Livingston moved, seconded by Mr. Pearce, to move forward with any items not directly related to the utilities.

Mr. C. Jackson stated he hopes at some point in the near future Council will take up the issue of relocation of utilities so that no projects are held up or delayed.

Mr. N. Jackson stated he wants to ensure the County does not end up with a stalled project because we have not addressed the utilities problem.

In favor: Pearce, Rose, C. Jackson, N. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

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The vote in favor was unanimous.

- c. Property Acquisition – Mr. Malinowski moved, seconded by Ms. McBride, to direct the Administrator to proceed with a letter of intent on the property discussed in Executive Session. The vote in favor was unanimous.
- d. Pending Litigation Update – Received as information.

MOTION PERIOD

- a. Resolution honoring Ms. Donella Wilson on being awarded the Order of Palmetto [ROSE] – Mr. Pearce moved, seconded by Ms. Kennedy, to adopt a resolution honoring Ms. Donella Wilson.
- b. Resolution honoring the gallant African American heroes of the 371st Infantry Regiment 93rd Division (Colored) of World War I [ROSE] – Mr. Rose moved, seconded by Mr. Pearce to adopt a resolution honoring the African American heroes of the 371st Infantry Regiment 93rd Division (Colored) of World War I.
- c. Move to examine the EMS Department and receive a report on its current status [ROSE] – This item was referred to the D&S Committee.
- d. Move that the Recreation Commission provide an update of the Recreation Bond to ensure that it was executed as Council approved and that any funds remaining after all items are completed it is Richland County Council's decision on how it is spent [N. JACKSON] – This item was referred to the A&F Committee.
- e. Richland County funds thirteen mills eight mills more than the five mills required by statute. I move that County Council develop a separate Recreation Commission to manage the eight additional mills if the Recreation Commission does not agree to the MOU or if Council still feels that there is taxation without representation. NOTE: This is a partial solution to the constant challenge for taxation and representation [N. JACKSON] – This item was referred to the A&F Committee.
- f. Move to approve a Resolution honoring the Richland County Library for its recent national recognition [PEARCE and LIVINGSTON] – Mr. Pearce moved, seconded by Mr. N. Jackson to adopt the resolution honoring the Richland County Library for their national recognition.
- g. Resolution recognizing the achievements of Brownstone Construction and its President, Dale Collier – Mr. Manning moved, seconded by Mr. Livingston, to adopt a resolution recognizing Brownstone Construction and its President, Dale Collier. The vote in favor was unanimous.
- h. To simplify the emergency preparedness process in the future, I move that Richland County coordinate with the City of Columbia and other municipalities to identify different types of emergency shelters/facilities and certify them, meaning what is required and the readiness of the facility factoring in accessibility due to potential obstructions (i.e. impassible bridges, roads, etc.) Working with recreation centers, school districts, churches and other civic centers to quality and certify these facilities to accommodate citizens in need during certain crisis. In this process each certified facility would be updated annually. Working with Councilmembers willing to participate from each district would also improve the process. NOTE: Shelters to include overnight stay, storage and accommodate the Red Cross and other agencies. Facilities to include storage for distribution to designated areas [N. JACKSON] – This item was referred to the D&S Committee.

Special Called Meeting
September 12, 2017

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ADJOURNMENT – The meeting was adjourned at approximately 9:07 PM.

X

Joyce Dickerson
Chairwoman

X

Bill Malinowski
Vice Chair

X

Calvin "Chip" Jackson
District Nine

X

Norman Jackson
District Eleven

X

Gwendolyn Kennedy
District Seven

X

Paul Livingston
District Four

X

Jim Manning
District Eight

X

Yvonne McBride
District Three

X

Dalhi Myers
District Ten

X

Greg Pearce
District Six

X

Seth Rose
District Five

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

Special Called Meeting
September 12, 2017
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Richland County Council

SPECIAL CALLED MEETING
September 26, 2017 – 7:00 PM
4th Floor Conference Room
2020 Hampton Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Calvin “Chip” Jackson; Norman Jackson, Gwendolyn Davis-Kennedy; Paul Livingston; Jim Manning; Yvonne McBride; Dalhi Myers; Greg Pearce; and Seth Rose

OTHERS PRESENT: Gerald Seals, Brandon Madden, Jamelle Ellis, Sandra Yudice, Tony Edwards, Michelle Onley, Roger Sears, James Hayes, Larry Smith, Ismail Ozbek, Stacey Hamm, and Kimberly Williams-Roberts

CALL TO ORDER – Ms. Dickerson called the meeting to order at approximately 7:00 PM.

ADOPTION OF AGENDA – Ms. Kennedy moved, seconded by Mr. Pearce, to adopt the agenda as published. The vote in favor was unanimous.

TRANSPORTATION PENNY PROGRAM PRESENTATION – Ms. Dickerson stated the item before Council is an Executive Session item.

Mr. Livingston inquired if there was any portion of the presentation that does not need to be addressed in Executive Session.

Mr. Smith stated the associated presentation from bond counsel and other presentations by additional attorneys present will need to be covered by Executive Session.

Mr. N. Jackson moved, seconded by Mr. Malinowski, to go into Executive Session. The vote was in favor.

Council went into Executive Session at approximately 7:03 PM and came out at approximately 9:34 PM.

Mr. Livingston moved, seconded by Ms. Myers, to direct Chairwoman Dickerson to request additional information as discussed in Executive Session. The vote in favor was unanimous.

ADJOURNMENT – The meeting was adjourned at approximately 9:35 PM.

X

Joyce Dickerson
Chairwoman

X

Bill Malinowski
Vice Chair

X

Calvin "Chip" Jackson
District Nine

X

Norman Jackson
District Eleven

X

Gwendolyn Kennedy
District Seven

X

Paul Livingston
District Four

X

Jim Manning
District Eight

X

Yvonne McBride
District Three

X

Dalhi Myers
District Ten

X

Greg Pearce
District Six

X

Seth Rose
District Five

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

Special Called Meeting
September 26, 2017

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Richland County Council Request for Action

Subject:

An Ordinance Authorizing a quit claim deed to David Hodge for a parcel of land located in Richland County, known as a portion of the Olympia Alleyways, and abutting TMS #08815-04-02

Notes:

September 26, 2017 – Committee unanimously recommended approving the request to approve the quit claim deed.



Development and Services Committee Meeting

September 26, 2017

Committee Briefing Document

Agenda Item

Quit-Claim Deed: 1209 Whitney Street

Background

In the early 1900's, several mills were established in the area of Columbia now known as the Olympia area. There were several large tracts of land which these mills controlled. Eventually, these tracts were cut up, streets established and home lots were surveyed out. When the home lots were cut out, an alleyway, 10 foot wide, was also established along the rear, and in some cases, the side property line of these lots. These alleyways are vacant and not used by the County.

In 1982, the County passed a County ordinance authorizing County landowners to apply to the County for quit claim deeds in the Olympia community – see attached ordinance.

Historically, once the County received a request from a property owner in the Olympia community regarding a vacant alleyway, the County would contact the property owner and all the property owners bordering the vacant alleyway regarding their interest in receiving half of the vacant land that abuts their property.

If the property owners wanted a portion of the alleyway that borders their property, the County would give the property owner 50% of the vacant land. The remaining 50% of the vacant land would be given to the adjacent property owner. If the property owner did not have an interest in receiving the vacant land, the ownership of the entire portion of the vacant land would be deeded over to the adjacent property owner.

David Hodge, via a September 6, 2017 letter, requested that the County quit claim the vacant land bordering his property at 1209 Whitney Street. (R08815-04-12) – see red portion in the attached map.

Issues

None. Staff is presenting the request of Mr. Hodge for Council action.

Fiscal Impact

There is no significant financial impact associated with this request. If the quit claim deeds are approved by Council, then the vacant land will be placed back on the County's tax rolls.

The average taxable value of the lots in the Olympia community is currently \$8,000. Given that the County does mass appraisals and these lots have the same utility as the others and the vacant alleyway does not adversely affect the value of these lots, it is anticipated that there would not be any value increase to any of the properties. Therefore, if the quit claim deeds are approved, there would be no

increase in the amount of taxes collected by the County.

Past Legislative Actions

There is no legislative history concerning the property located at 1209 Whitney Street. However, historically, the County has approved this type of request.

Alternatives

1. Approve the request to approve the Quit Claim Deed.
2. Do not approve the request to approve the Quit Claim Deed.

Staff Recommendation

It is recommended that Council approve the quit claim deed. By doing so, this property will be placed back on the tax rolls.

WILL J. ...
...

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 1003-82HR

AN ORDINANCE AUTHORIZING CERTAIN RICHLAND COUNTY LANDOWNERS TO APPLY TO THE COUNTY GOVERNMENT FOR QUIT CLAIM DEEDS IN THE OLYMPIA COMMUNITY.

Whereas, certain alleyways in the so-called Olympia community of Richland County have been abandoned by their owners, have become overgrown and unused by the general public, and since Richland County has determined that the alleys cannot be used for any legitimate public purpose,

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina,

BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Purpose and Intent.

In order to resolve the current confusion in the Olympia community of Richland County as to the ownership and proper use on the number of alleys that run between and behind the residences of the Olympia community, and to recruit the participation of the land owners of the Olympia community in eliminating a public eye sore and nuisance, this ordinance is enacted.

SECTION II. Procedure for Application for Quit Claim Deeds.

Any person who holds fee simple title to any residential lot in the so-called Olympia community of Richland County, may apply to the Office of the Richland County Administrator for a quit-claim deed, whereby the County shall convey any interest it may have to the applicant; provided that no property owner may apply for an interest in an alley greater

than one-half (1/2) of the depth of the alley contiguous to his/her lot.

SECTION III. Legal Status of Olympia Alleys.

Richland County does not claim a fee simple interest in any of the Olympia alleys, but, since, the alleys have been abandoned by their owners and have fallen into general public use, the County could claim some interest by law or equity, in such alleys.

The enactment of this ordinance is not designed to assert title on the part of Richland County, but merely to expedite the conveyance of whatever interest the County may have, if any.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after December 15, 1982.

RICHLAND COUNTY COUNCIL

BY: John V. Green
John V. Green, Chairman

ATTEST this the 13th day of
April, 1983, 1982.

Beverly Fuller
CLERK OF COUNCIL



R11203-12-14
1208 WHITNEY S

Parcel Information:

<http://www.richlandmaps.com/apps/dataviewer/?lat=33.976>

Parcel Number:	R08815-04-02
Situs Address:	1209 WHITNEY ST
Primary Zoning:	RS-HD
Secondary Zoning:	
Tax District:	1UR
NBHD Code:	017.00
Taxable Value:	68,000
Market Value:	68,000
Building Value:	59,800
Land Value:	8,000
Acreage:	0
Owner Name:	HODGE DAVID
Owner Address:	1209 WHITNEY ST
Owner Address:	
Owner City:	COLUMBIA
Owner State:	SC
Owner ZIP:	29201
Bedrooms:	3
Bathrooms:	2
Year Built:	1905
Heated Sq Feet:	1,419 ft ²
Last Sale Date:	November 25, 2014
Last Sale Price:	\$68,000
Legal Description:	LOT 2 BK 23
Legal Description:	76.6X107.2X76.6X107.2
Legal Description:	#SU PACIFIC MILLS
Legal Description:	#PR I-76

September 6, 2017

Ms. Joyce Dickerson, Chair
Richland County Council
2020 Hampton Street
Columbia, South Carolina 29201

Subject: Quit Claim Deed
1209 Whitney Street (R08815-04-02)

Dear Ms. Dickerson,

In accordance with Richland County Blanket Ordinance (1003-82-HR), I do hereby request that one half of the 10 foot alleyway located on the south side of my property be conveyed to me as the owner of the property at 1209 Whitney Street.

For your information, I have included the current Richland County GIS information as an attachment.

If you should have any questions concerning the Quit Claim, please feel free to contact myself or my spouse (Theresa H. Hodge 803-779-0311 (work))

Thank you in advance for your careful consideration of the matter.

Sincerely,



David M. Hodge
803-808-7114

Attachments

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-17HR

AN ORDINANCE AUTHORIZING A QUIT CLAIM DEED TO DAVID HODGE FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS A PORTION OF THE OLYMPIA ALLEYWAYS, AND ABUTTING TMS#08815-04-02.

NOW THEREFORE, 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 I. The County of Richland and its employees and agents are hereby authorized to grant a quit claim deed to David Hodge for a certain abandoned alleyway in the Olympia neighborhood, abutting TMS#08815-04-02 (1209 Whitney St.), as specifically described in the deed entitled "Quit Claim Deed", which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of

_____, 2017

Michelle Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

This conveyance being made subject to any existing easements, conditions, and restrictions of record affecting the premises above described and conveyed.

DERIVATION: Derivation on quitclaim deed not required under Section 30-5-35 of S.C. Code Ann. (1976) as amended.

TMS# 08815-04-02

GRANTEE'S ADDRESS: 1209 Whitney Street
Columbia, South Carolina 29201

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assign, forever, so that neither the said Grantor, nor Grantor's successors or assigns, nor any other entities or persons, claiming under Grantor or them, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS HEREOF, RICHLAND COUNTY, SOUTH CAROLINA, pursuant to due authority, has duly executed this deed, this _____ day of August, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY, SOUTH CAROLINA

WITNESS NO. 1

By: _____
Print Name: _____
Title: _____

WITNESS NO. 2

ATTEST: _____
Print Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PROBATE

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, deposes and says that s/he saw the within named Grantor, pursuant to due authority, sign, seal and as Grantor's act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that s/he with the other witness whose name appears above, witnessed the execution thereof.

WITNESS NO.1

SWORN to before me
This ____ day of August, 2017.

Notary Public for South Carolina
My Commission Expires: _____

Richland County Council Request for Action

Subject:

Council Motion: Request that administrative staff and Emergency Services Director evaluate the current contract for ambulance service fee collection to determine whether a rebid of this contract might improve the revenue from ambulance operations. A recommendation regarding this contract would then be reported to the A&F Committee for any necessary action [PEARCE]

Notes:

September 26, 2017 – The Committee unanimously recommended to initiate a procurement action for EMS billing and collections in the fall of 2018 in order to have new contracts in place prior to the expiration of the current contracts in 2019.



Administration and Finance Committee Meeting

September 26, 2017

Committee Briefing Document

Agenda Item

Council Motion: Request that administrative staff and Emergency Services Director evaluate the current contract for ambulance service fee collection to determine whether a rebid of this contract might improve the revenue from ambulance operations. A recommendation regarding this contract would then be reported to the A&F Committee for any necessary action [PEARCE]

Background

During the May 16, 2017 Council meeting, Councilman Greg Pearce brought forth the following motion:

“Request that administrative staff and Emergency Services Director evaluate the current contract for ambulance service fee collection to determine whether a rebid of this contract might improve the revenue from ambulance operations. A recommendation regarding this contract would then be reported to the A&F Committee for any necessary action.”

Prior to using a billing company, the Finance Department was directly responsible for initiating EMS bills, receiving payments and monitoring collections. Finance had two employees working on EMS billing and collections. In 2003, the decision was made to outsource EMS billing and collections with the Finance Department monitoring the billing contracts for compliance. The County’s EMS division only collects the patient information used by the billing company. All current vendor agreements were approved by Council and will expire June 30, 2019.

Richland County currently uses two third-party vendors for ambulance patient billing, collections and debt collection for aged accounts. Lowcountry Billing Services, Inc. handles all collections on outstanding balances for services rendered from 2003-2009. During that time they served as the primary billing service for Richland County. A contract for “aged accounts” began on July 1, 2009. The contract was amended and extended on June 28, 2010, June 30, 2011 and February 15, 2013. Lowcountry’s current contract will end on June 30, 2019. The logistics of “moving” patient data between vendors was one factor in allowing Lowcountry to continue managing the accounts they started after the contract was re-bid and a new vendor was selected. The amount Lowcountry collects has dropped each year.

The current vendor for billing and collections for new accounts is EMS Management & Consultants (EMSMC). EMSMC handles all current billing and collections from the beginning of their contract with Richland County. The original contract with EMSMC began July 1, 2009 and ended on June 30, 2014. In July 2014, Council approved an extension through June 30, 2015. On April 7, 2015, Council approved an extension of the contract until June 30, 2019.

Administration and the Finance Department handled the coordination and implementation of the

contract extensions. The most recent extensions were recommended by Procurement, Finance, EMS and Administration.

Collections for the last three years:

Year	EMSMC	Lowcountry
2014	\$10,392,234	\$344,228
2015	\$10,588,758	\$250,415
2016	\$10,842,209	\$228,210

EMSMC receives a fee of 6.9% of collections. Lowcountry receives a fee of 7.5% of collections. Both vendors are meeting the terms of their contracts.

EMS collections are subject to numerous factors including:

- “Allowable costs” paid from health insurance companies
- Approved Medicare and Medicaid reimbursement rates
- Unemployment rates of the community
- General economy and other factors
- Staying up-to-date on medical billing practices, rules and regulations.

It is difficult to determine if another vendor could improve collections without going through the evaluation process following a request for proposals. The following factors are used to determine how responsible and responsive a vendor will be in administering EMS billing:

- Details of the vendors billing cycle(s)
- Types of collection actions taken
- The amount paid to the vendor for billing services
- How delinquent accounts will be pursued
- References and historic performance data

Copies of the previous ROA (2015) to extend the contracts and copies of the original contracts are attached.

Issues

Pursuant to Councilman Pearce’s motion, a determination is needed on whether a rebid of the ambulance service fee collection contract might improve the revenue from ambulance operations

Fiscal Impact

The impact of this motion is dependent upon Council’s action. However, there is no cost to rebid the contract.

Past Legislative Actions

- 7/1/2003 Original Lowcountry contract.
- 8/28/2008 Procurement action initiated and Council awarded the contract to EMS Management and Consultants, Inc. for new EMS billing and collection services to begin July 1, 2009.
- 7/01/2009 Contract for EMSMC and Lowcountry begin.
- 6/28/2010 Lowcountry contract was amended and extended.
- 6/30/2011 Lowcountry “aged accounts” contract extended.
- 2/15/2013 Lowcountry contract extended.
- 7/1/2014 Council approved the extension of the EMS billing contract to EMSMC through June 30, 2015.
- 2/15/2015 Lowcountry “aged accounts” contract extended until June 30, 2019.
- 4/7/2015 Council approved an extension to EMSMC effective until June 30, 2019

Alternatives

1. Initiate a procurement action for EMS billing and collections in the fall of 2018 in order to have new contracts in place prior to the expiration of the current contracts in 2019.
2. Initiate a procurement action now to select a new vendor(s).
3. Terminate the existing agreements and select a new vendor.
4. Renew the current contracts in 2019.
5. Other action at Council’s discretion.

Staff Recommendation

It is recommended that a procurement action be implemented in the fall of 2018 in order to have a new contract(s) in place when the existing contracts expire in June 2019.

Richland County Council Request of Action

Subject: Extension of EMS Billing Contract

A. Purpose

County Council is requested to extend the Emergency Medical Services (EMS) billing contract with EMS Management & Consultants, Inc. (EMSMC) through June 30, 2019.

B. Background / Discussion

Currently, EMS has two contracts with two vendors (EMSMC and Lowcountry Billing) to provide debt collection services for monies owed to the County from the public for ambulance runs.

Lowcountry Billing (Lowcountry) handles all collections on outstanding balances for services rendered by EMS from 2003-2009. Lowcountry is paid 7.9% for the net collections they receive on behalf of the County. The Lowcountry contract with the County began on July 1, 2009. The County amended and extended the contract with Lowcountry on June 28, 2010, June 30, 2011 and February 15, 2013. The contract with Lowcountry will end on June 30, 2019. The original contract with Lowcountry and the most recent addendum is attached.

EMSMC handles all collections on outstanding balances for services rendered by EMS from 2010 to date. The contract with EMSMC began on July 1, 2009 and ended on June 30, 2014 – see attached. In July 2014, Council approved the extension of the EMS billing contract with EMSMC through June 30, 2015 – see attached addendum.

Based on conversations with the County's Procurement Department, we are requesting an extension of the contract (dated July 1, 2009) with EMSMC through June 30, 2019.

C. Legislative / Chronological History

8/28/2008 – Council awarded the contract to EMS Management and Consultants, Inc. for EMS billing and collection services.

7/1/2014 – Council approved the extension of the EMS billing contract to EMSMC through June 30, 2015.

D. Financial Impact

Under the present EMS billing contract with EMSMC, EMSMC is paid 6.9% for the net collections they receive on behalf of the County. If the contract is extended, the percentage paid to EMSMC would not increase for the first year of the contract. The percentage paid to EMSMC may decrease in subsequent years.

E. Alternatives

1. Approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc. through June 30, 2019. The contract will be effective July 1, 2015.

2. Do not approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc.

F. Recommendation

It is recommended County Council extend the EMS Management & Consultants, Inc. Emergency Medical Services billing contract through June 30, 2019.

Recommended by: Daniel Driggers

Department: Finance

Date: 2/3/2015

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: 2/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 2/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Emergency Services

Reviewed by: Michael Byrd

Date: 02/05/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 2/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. Legal will defer to Procurement as to whether an extension complies with the Procurement Code.

Administration

Reviewed by: Warren Harley

Date: 2/13/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Abigail Meyer
BSM

BY: Tom McDonald
ITS: County Administrator

Richland County Attorney's Office
Elizabeth A. Mc
Approved As To LEGAL Form ()
No Opinion Rendered As To Content

Sara Mills
Sara Mills
expires 1-14-2018

LOWCOUNTRY BILLING SERVICES, INC.

BY: Walter Watson
ITS: Director of Operations

Amendment No. 3

THIS THIRD AMENDMENT TO AGREEMENT entered into the 12th day of January 2017, by and between Richland County (hereinafter "Client") and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter "contractor")

WITNESSETH:

WHEREAS, the parties entered into a Billing Services Agreement dated July 1, 2009 whereby the contractor agreed to provide billing and collection services for the Client.

WHEREAS, now the parties wish to amend the Agreement to clarify the terms pertaining to:

1. Term of Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

ITEM ONE: Amend the Agreement Section 4(a) Term of Agreement.

4. (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2019. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below.

No other terms or conditions of the above mentioned Agreement for Services shall be changed as a result of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written above.

EMS Management & Consultants, Inc.

Richland County

By: Allan Logie

By: Gerald Seals

Print Name: Allan Logie

Print Name: Gerald Seals

Title: Chief Performance Officer

Title: County Administrator

Date: 7/13/2017

Date: 07/11/2017

Contract authorized in 2015 but not signed. We've been operating according to the terms of the contract but without a signed agreement. This certifies that
7/12/17

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the re-direction and expenditure of unspent proceeds of certain of the County's bond issues; and other matters relating thereto

Notes:

September 26, 2017 – The Committee unanimously recommended to consider the request and approve the reassignment of the outstanding bond proceeds.



Administration and Finance Committee Meeting

September 26, 2017

Committee Briefing Document

Agenda Item

Reassignment of Projects for Outstanding Bonds

Background

During Biennium Budget I deliberations, staff discussed its ongoing review of the county's debt structure. Pursuant to that review, staff identified \$42,010,623 in unspent bond proceeds from outstanding bonds as outlined in the table below:

NAME OF ISSUE	UNSPENT BOND PROCEEDS
GO BONDS, SERIES 2001A (refunded with the Series 2011B and paid off 3/1/2017)	\$1,640,437
GO BONDS, SERIES 2010A	\$1,584,542
GO BONDS, SERIES 2012A	\$11,623,834
GO BONDS, SERIES 2013B	\$1,125,161
GO BONDS, SERIES 2014B	\$14,952,811
GO BONDS, SERIES 2015A	\$2,251,653
GO BONDS, SERIES 2016A	\$8,832,185
Total	\$42,010,623

Staff is requesting to reassign those bond proceeds as outlined below to cover capital expenses.

PROJECT	AMOUNT	SPENDDOWN PERIOD
Sheriff's Dept Vehicles	\$2,500,000	Within six months
Sheriff Dept. Technology upgrades and various capital projects	\$1,474,487	TBD
EMS Vehicles/Equipment	\$2,500,000	Within six months
Project A	\$11,500,000	Over 24 month period
Magistrate Office	\$3,000,000	Over 24 month period
Detention Ctr Renovation	\$12,500,000	Over 24 – 36 month period
General County Facility	\$4,770,513	Over 36 month period
Richland County SD HQ	\$2,000,000	TBD
Council Chamber, Council Offices & Misc Admn & Finance Renovations	\$1,260,623	TBD
Public Works Vehicles(Clamshell and Clean Sweeper)	\$505,000	Within 12 months
Total	\$42,010,623	

If approved, the County will not need to issue any additional debt this fiscal year. Reassigning the outstanding bond proceeds will allow staff to use those funds to cover current capital needs.

Issues

Addressing County capital needs through the reassignment of unspent bond proceeds.

Fiscal Impact

The fiscal impact of this item can be considered cost neutral, as the funding source is the existing, unspent, bond proceeds.

PROJECT	AMOUNT	SPENDDOWN PERIOD
Sheriff's Dept Vehicles	\$2,500,000	Within six months
Sheriff Dept. Technology upgrades and various capital projects	\$1,474,487	TBD
EMS Vehicles/Equipment	\$2,500,000	Within six months
Project A	\$11,500,000	Over 24 month period
Magistrate Office	\$3,000,000	Over 24 month period
Detention Ctr Renovation	\$12,500,000	Over 24 – 36 month period
General County Facility	\$4,770,513	Over 36 month period
Richland County SD HQ	\$2,000,000	TBD
Council Chamber, Council Offices & Misc Admn & Finance Renovations	\$1,260,623	TBD
Public Works Vehicles(Clamshell and Clean Sweeper)	\$505,000	Within 12 months
Total	\$42,010,623	

Past Legislative Actions

This is a staff initiated request.

Alternatives

1. Consider the request and approve the reassignment of the outstanding bond proceeds.
2. Consider the request and do not approve the reassignment of the outstanding bond proceeds.

Staff Recommendation

It is recommended that Council approve the reassignment of outstanding bond proceeds as presented via approval of the attached ordinance.

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

AN ORDINANCE AUTHORIZING THE RE-DIRECTION AND EXPENDITURE OF
UNSPENT PROCEEDS OF CERTAIN OF THE COUNTY'S BOND ISSUES; 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 "Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to South Carolina law and the respective authorizing County ordinances, the County has heretofore issued the following bonds for the following purposes as set forth in the respective authorizing ordinances:

(i) \$16,330,000 General Obligation Bonds, Taxable Series 2010 (Build America Bonds – Director Payment to Issuer), for the purposes of funding capital projects including the expenditure of \$3,000,000 on capital projects for the Richland County Public Library;

(ii) \$10,440,000 General Obligation Bonds and General Obligation Refunding Bonds, Series 2011B, for the purposes of acquiring vehicles for use by the Sheriff's Department for the 2011-12 fiscal year, and refunding the outstanding maturities of the \$20,600,000 General Obligation Bonds, Series 2001A and the \$13,435,000 General Obligation Refunding Bonds, Series 2001C;

(iii) \$35,000,000 General Obligation Bonds, Series 2012A, for the purposes of defraying the costs of capital projects including but not limited to the acquisition of sheriff and EMS vehicles; renovation of County facilities; and constructing and equipping an EMS headquarters;

(iv) \$13,615,000 General Obligation Bonds, Series 2013B, for the purposes of defraying the costs of capital projects, each of which shall be approved by County Council and the fiscal year 2013-2014 public safety vehicle purchase;

(v) \$21,500,000 General Obligation Bonds, Series 2014B, for the purposes of defraying the costs of capital projects, including but not limited to constructing, renovating and repairing County facilities and funding the purchase of fiscal year 2014-2015 equipment and public safety vehicles;

(vi) \$7,300,000 General Obligation Bonds, Series 2015A, for the purposes of defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), other building renovations, and the purchase of fiscal year 2015-2016 equipment and public safety vehicles; and

(vii) \$15,670,000 General Obligation Bonds, Series 2016A, for the purposes of 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.

(b) County Council has been advised by the County Administration that as of the date hereof, each of the above-described bond issues have estimated unspent proceeds totaling approximately \$42,010,623 (the “Unspent Proceeds”), with a breakdown as follows:

Series 2010A	\$ 1,584,542
Series 2011B	1,640,437
Series 2012A	11,623,834
Series 2013B	1,125,161
Series 2014B	14,952,811
Series 2015A	2,251,653
Series 2016A	8,832,185

(c) The County Administration has requested that Council authorize the re-direction and expenditure of the Unspent Proceeds for some or all of the following projects, the estimated cost of which total approximately \$42,010,623:

(i)		
	Sheriff’s Dept Vehicles	\$ 2,500,000
	Sheriff Dept. Technology upgrades and various capital projects	1,474,487
	EMS Vehicles/Equipment	2,500,000
	Richland Renaissance	11,500,000
	Magistrate Office	3,000,000
	Detention Center Renovation	12,500,000
	General County Facility	4,770,513
	Richland County SD HQ	2,000,000
	Council Chamber, Council Offices & Misc Admn & Finance Renovations	1,260,623
	Public Works Vehicles (Clamshell and Clean Sweeper)	505,000

(ii) in the event any Unspent Proceeds remain after completion of the projects identified above, those amounts shall be used for the purchase of vehicles, purchase of equipment, funding capital projects, or such other lawful corporate and public purposes as the Council shall determine..

(d) Council finds that it is in the best interest of the County to authorize the re-direction and expenditure of the Unspent Proceeds as set forth above within the next 36 months.

SECTION 2. Re-direction of Unspent Proceeds. Council hereby authorizes the re-direction of the Unspent Proceeds as set forth in Section 1(c) above.

SECTION 3. Miscellaneous. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[Signatures follow]

Enacted this ____ day of _____, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2017:

Interim Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

Resolution to Distribute \$24,326.99 in Federal Forestry Funds

Notes:

September 26, 2017 – The Committee unanimously recommended to approve the resolution allocating \$24,326.99, of which 50% (\$12,163.49) will be apportioned to public schools, and the remaining 50% (\$12,163.50) for the construction and/or improvement of public roads.



Administration and Finance Committee Meeting

September 26, 2017

Committee Briefing Document

Agenda Item

Resolution to Distribute \$24,326.99 in Federal Forestry Funds

Background

The Richland County Treasurer has received a check from the Office of the State Treasurer for Federal Forestry Funds. Council is requested to approve a Resolution distributing these funds and set a policy relative to the distribution of these funds so that future Federal Forestry funds received by the County will automatically be distributed as set forth in this request.

Federal Forestry Funds are generated based on a portion of the net proceeds generated by the sale of forest products extracted from McEntire Air Force Base and other military installations located within Richland County. The total amount of forestry funds available at this time for allocation by Council is \$24,326.99. Note: these funds are not received annually.

Pursuant to Title 10, §2665(e)(2) of the United States Code of Laws, “the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated.”

Since the SC Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, the specific amounts to be allocated for the benefit of public schools and public roads of Richland County are at the discretion of Richland County Council.

The last time that Richland County Council allocated federal forestry funds, which totaled \$7,690.39, was in October 2014. The Resolution allocated 50% to Richland School District One, Richland School District Two, and Richland / Lexington School District Five, to be apportioned according to the respective student population of each school district. The remaining 50% was allocated to the General Fund of the County, to be used for the construction and/or improvements of public roads within the County.

Prior to 2014, in 2012, Council allocated the funds (\$12,681.78) in the same manner (50% public schools; 50% public roads).

The related Resolution and memo from the Richland County Treasurer regarding these funds are enclosed for your convenience.

Issues

The Richland County Treasurer has received a check from the Office of the State Treasurer for Federal Forestry Funds which require Council to approve the distribution of the funds.

Fiscal Impact

If Council proceeds with the 50% allocation for the schools, the amounts per School District will be as follows:

School District	Number of Students	Allocation
Richland School District One	24,210*	\$4,666.65
Richland School District Two	27,484*	\$5,613.80
Richland / Lexington School District Five	9,219**	\$1,883.04

Sources: *SC Annual School District Report Card Summary – 2016

**Richland / Lexington School District Five – District 5 students who live in Richland County

A total of \$24,326.99 will be divided according to a ratio set forth by Council for the benefit of public schools and public roads. There are no costs to the County associated with this request.

Past Legislative Actions

- 2008: Council allocated 50% of the funds (\$27,050.15) to the schools, and 50% of the funds (\$27,050.15) to public roads.
- 2012: Council allocated 50% of the funds (\$6,340.89) to the schools, and 50% of the funds (\$6,340.89) to public roads.
- 2014: Council allocated 50% of the funds (\$3,845.20) to the schools, and 50% of the funds (\$3,845.20) to public roads.

Alternatives

1. Approve the Resolution allocating \$24,326.99, of which 50% (\$12,163.49) will be apportioned to public schools, and the remaining 50% (\$12,163.50) for the construction and/or improvement of public roads.
2. Approve the Resolution allocating \$24,326.99 using a proportion other than 50/50 for distribution between public schools and roads.
3. Do not approve the Resolution allocating the funds

Staff Recommendation

It is recommended that Council approve either alternative. This is a policy decision of Council.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO ALLOCATE FEDERAL FOREST FUNDS

WHEREAS, the State of South Carolina receives forty percent (40%) of the net proceeds from the sale of forest products on land owned or leased by a military department; and

WHEREAS, the Office of the State Treasurer issues a check to Richland County representing a share of federal monies generated at McEntire Air Force Base and at other military installations located within the County; and

WHEREAS, the Richland County Treasurer currently has a total of \$24,326.99 in Military Forest Fund monies, which was received from the Office of the State Treasurer; and

WHEREAS, pursuant to 10 U.S.C. §2665(e)(2), “the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated”; and

WHEREAS, the South Carolina Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, so that allocation must be determined for the benefit of both the public schools and public roads of Richland County;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby allocate the Military Forest Funds of \$24,326.99 as follows:

50% (\$12,163.49) to Richland School District One, Richland School District Two, and Richland/Lexington School District Five, to be apportioned according to the respective student population of each school district; and

50% (\$12,163.50) to be transferred to the General Fund of Richland County, to be used for the construction and/or improvement of public roads within the County.

ADOPTED THIS the ____ day of _____, 2017.

Joyce Dickerson, Chair Richland County Council

Attest: _____
Michelle Onley, Deputy Clerk to Council

**COUNTY OF RICHLAND
OFFICE OF COUNTY TREASURER**



DAVID A. ADAMS
COUNTY TREASURER

P.O. BOX 11947
Columbia, SC 29211
(803) 576-2275
TDD (803) 748-4999

13 January 2017

To: Ms. Jamelle H. Ellis, Director of Community and Government Services

From: David A. Adams, Richland County Treasurer

RE: Distribution of Federal Forestry Funds

Please note that the Richland County Treasurer's Office has received checks for Federal Forestry Funds totaling \$24,326.99. These are not funds received annually.

According to Title 10, Section 2665 (E) the United States Code of Laws, these funds may only be used for County public roads and schools.

These funds were last allocated by resolution of Richland County Council in October 2014. Please see attached for reference.

Please contact me with any questions or clarifications.

Richland County Council Request for Action

Subject:

Construction Contract Award for an Airfield Lighting Signage Project at the Jim Hamilton LB Owens Airport

Notes:

September 26, 2017 – The Committee unanimously recommended to approve the request to award the contract for construction services, which will permit the enhancement of airport safety and compliance with FAA-recommended airfield design standards.



Administration and Finance Committee Meeting

September 26, 2017

Committee Briefing Document

Agenda Item

Construction Contract Award for an Airfield Lighting Signage Project at the Jim Hamilton LB Owens Airport

Background

County Council is requested to approve a contract for construction services with Walker & Whiteside, Inc. of Greenville, SC for an airfield lighting signage project at the Jim Hamilton – LB Owens Airport (CUB).

The Jim Hamilton – LB Owens Airport (CUB), despite being a busy General Aviation (GA) reliever Airport which serves a large municipal area, does not have airfield lighted directional signs. This is a glaring deficiency which we will now be able to address.

Though long identified as an airport need in our Airport Capital Improvement Plan (ACIP), the project has been crowded out by much larger projects (obstruction clearing, fencing, and land acquisition). Installation of these signs will facilitate safe and efficient nighttime movement by aircraft on the airfield.

Project survey, design and advertisement of the project was completed by our Airport Engineering Consultant, WK Dickson & Company, Incorporated as funded by our annual Airport Improvement Program (AIP) grant from last Federal Fiscal Year (FY).

Due to the questionable availability of the usual 5% State funding (as well as the availability of sufficient local funds), we request that approval be granted with only the availability of Federal and Local funds at this time. We anticipate ultimately being able to obtain both State funding. An identical situation with State funding occurred last year and was, ultimately, provided.

The project was properly advertised for a 30-day period, but only one bid was received. This bid has been reviewed by the Project Engineer, is consistent with the Engineer's estimate, and is recommended for award. Receipt of a single bid for this specialty work is not uncommon and award is recommended.

Issues

The Jim Hamilton – LB Owens Airport (CUB) does not have airfield lighted directional signs. This is a glaring deficiency which we will now be able to address.

Fiscal Impact

The funding for this project will be provided by grant and local funds as follows:

Federal (FAA)	\$439,541	AIP Grant 023-2017
Local (RC)	<u>\$ 48,838</u>	Included in the FY18 airport budget
Total	\$488,379	

Federal funds have been issued in AIP Grant 3-45-0017-023-2017. Local funds are included in the current FY airport capital budget.

Past Legislative Actions

The following prior actions by Richland County Council and Administration relate to this request:

February 2011	Airport Master Plan Update approved
June 2012	Master Agreement with WK Dickson & Company, Incorporated awarded
November 2016	Work Authorization (WA) 10 for design services approved by County Council
July 2017	Bid opening for the construction project

Alternatives

1. Approve the request to award this Contract for construction services described herein and further described in detail in the project plans and specifications as advertised. This will permit the enhancement airport safety and compliance with FAA-recommended airfield design standards.
2. Do not approve the request to award this Contract for construction services

Staff Recommendation

It is recommended that Council approve the recommendation to award a construction contract to Walker & Whiteside, Inc. for the airfield lighted signage project at the Jim Hamilton – LB Owens Airport (CUB).

Council approval of this recommendation will result in the following:

1. Walker & Whiteside, Inc. of Greenville, SC will be authorized to perform construction of an airfield lighting signage project at the Jim Hamilton – LB Owens Airport (CUB).
2. Authorize the use of Federal AIP grant funds in the amount of \$439,541 and County funds in an amount of \$48,838 for a total of \$488,379 allocated to Walker & Whiteside, Inc. for construction services, the County funds being authorized were included in the Airport Division’s approved FY-18 budget.

Richland County Council Request for 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, 2017, will provide sufficient revenues for the operations of Richland County Government during the period from July1, 2017, through June 30, 2018

Notes:

First Reading: April 27, 2017

Second Reading: May 30, 2017

Third Reading: October 3, 2017 {Tentative}

Public Hearing: May 18, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-08HR

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, 2017, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2017, THROUGH JUNE 30, 2018.

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

SECTION 1. That a tax for the General Fund to cover the period from July 1, 2017 to June 30, 2018, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed fifty-eight and eight tenths (58.8) to be determined from the assessment of the property herein.

SECTION 2. That the additional taxes, besides that noted above in Section 1, to cover the period of July 1, 2017 to June 30, 2018, both inclusive, are hereby levied upon all taxable property in Richland County for the funds:

<u>NAME</u>	<u>MILLS</u>
General Fund Debt Service	11.1
Solid Waste – Landfill	3.3
Capital Replacement	3.5
Library	16.7
Mental Health	1.3
Riverbanks Zoo	1.4
Conservation Commission	.5
Neighborhood Redevelopment	.5

SECTION 3. That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2017 to June 30, 2018, both inclusive, are hereby levied upon all taxable property located within each of the following respective Special Tax Districts in Richland County for the following Funds:

<u>NAME</u>	<u>MILLS</u>
Fire Service – Operations	22.2
Fire Service – Debt Service	No Levy
School District One – Operations	257.6
School District One – Debt Service	66.0
School District Two – Operations	321.2
School District Two – Debt Service	108

Recreation Commission – Operations	13.1
Recreation Commission – Debt Service	3.0
Midlands Technical College – Operations	3.6
Midlands Technical College – Capital & Debt Service	2.0
Riverbanks Zoo – Debt Service	1.0
Stormwater Management	3.4
East Richland Public Service District – Debt Service	6.0

SECTION 4. Conflicting Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. Separability. 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 6. Effective Date. This Ordinance shall become effective .

RICHLAND COUNTY COUNCIL

BY: Joyce Dickerson, Chair

FIRST READING: April 27, 2017
PUBLIC HEARING: May 18, 2017
SECOND READING: May 30, 2017
THIRD READING: October 3, 2017



Paul Brawley

Richland County Auditor

2020 Hampton Street • P.O. Box 192 • Columbia, South Carolina • 29202
Phone (803) 576-2614 • Fax (803) 576-2606 • BRAWLEYP@RCGOV.US

September 29, 2017

The Honorable Joyce Dickerson
Chairwoman
Richland County Council
2020 Hampton Street
Columbia, SC 29204

Dear Chairwoman Dickerson:

I am transmitting to you and members of Council the calculated millage rates for 2017.

I have attached to this transmittal a proposed 2017 Millage Schedule for Council's approval. I have also included an impact of the proposed millage rates on a \$ 100K real property that is owner occupied and non-owner occupied and a \$20K automobile by tax district.

I look forward to answering any questions you and the Council Members may have on or before October 3, 2017.

Sincerely,

A handwritten signature in black ink that reads "Paul Brawley".

Paul Brawley
Richland County Auditor

cc: County Council
County Administrator
Finance Director
Budget Director
Clerk of Council

enclosures

**RICHLAND COUNTY
2017 MILLAGE SCHEDULE**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	1AL	1CC	1CY	1ER	1FA	1TE	1LR 1UR	2AL	2CC	2DP 2SH	2ER	2FA	2TB	6CC	6TI	6UD
School Operating	257.6	257.6	257.6	257.6	257.6	257.6	257.6	321.2	321.2	321.2	321.2	321.2	321.2	256.9	256.9	256.9
School Bonds	66.0	66.0	66.0	66.0	66.0	66.0	66.0	108.0	108.0	108.0	108.0	108.0	108.0	52.5	52.5	52.5
Recreation Commission	13.1	-	13.1	13.1	13.1	13.1	13.1	13.1	-	13.1	13.1	13.1	13.1	-	13.1	13.1
Recreation Bonds	3.0	-	3.0	3.0	3.0	3.0	3.0	3.0	-	3.0	3.0	3.0	3.0	-	3.0	3.0
Midlands Technical College	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6
Riverbanks Zoo Bonds	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
East Richland PSD Bonds	6.0	-	-	6.0	6.0	-	-	6.0	-	-	6.0	6.0	-	-	-	-
Stormwater Management	3.4	-	-	3.4	3.4	-	3.4	3.4	-	3.4	3.4	3.4	-	-	-	3.4
Fire Service Operating	22.2	22.2	-	22.2	22.2	22.2	22.2	22.2	22.2	22.2	22.2	22.2	22.2	22.2	22.2	22.2
INDUSTRIAL LEVY	377.9	352.4	346.3	377.9	377.9	368.5	371.9	483.5	458.0	477.5	483.5	483.5	474.1	338.2	354.3	357.7
County Operating	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8	58.8
County Bonds	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1
Library	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7	16.7
Mental Health	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Riverbanks Zoo Operating	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Landfill	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3
Conservation Commission	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Neighborhood Redevelopment	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Capital Replacement	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
COUNTY LEVY	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1	97.1
SUBTOTAL	475.0	449.5	443.4	475.0	475.0	465.6	469.0	580.6	555.1	574.6	580.6	580.6	571.2	435.3	451.4	454.8
MUNICIPAL LEVY	-	98.1	47.7	-	47.0	120.0	-	-	98.1	-	-	47.0	-	98.1	-	-
TOTAL LEVY	475.0	547.6	491.1	475.0	522.0	585.6	469.0	580.6	653.2	574.6	580.6	627.6	571.2	533.4	451.4	454.8
LOST CREDIT FACTOR	0.001465	0.003674	0.001465	0.001465	0.002545	0.005937	0.001465	0.001465	0.003674	0.001465	0.001465	0.002545	0.001465	0.003674	0.001465	0.001465

MUNICIPALITY	DIST.	LEVY	LOST	SCHOOL DISTRICT ONE				SCHOOL DISTRICT TWO								
				1AL	1LR	1UR	1CY	2AL	2LR	2UR	2CY					
City of Columbia	1CC	98.1	0.002209	Arcadia Lakes	City of Columbia	Urban & Rural Areas	City of Cayce	Arcadia Lakes	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
	2CC	98.1	0.002209	City of Columbia	City of Forest Acres	Urban & Rural Areas	City of Cayce	City of Columbia	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
	6CC	98.1	0.002209	East Richland Public SD	City of Forest Acres	Urban & Rural Areas	City of Cayce	Dentsville/Pontiac Area (not ERPSD)	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
Forest Acres	1FA	47.0	0.001080	City of Forest Acres	Lower Richland	Urban & Rural Areas	City of Cayce	East Richland Public Serv. Dis.	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
	2FA	47.0	0.001080	City of Forest Acres	Lower Richland	Urban & Rural Areas	City of Cayce	East Richland Public Serv. Dis.	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
Eastover	1TE	120.0	0.004472	Town of Eastover	Lower Richland	Urban & Rural Areas	City of Cayce	East Richland Public Serv. Dis.	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
City of Cayce	1CY	47.7	-	City of Cayce	Lower Richland	Urban & Rural Areas	City of Cayce	East Richland Public Serv. Dis.	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
Blythewood	2TB	-	-	Town of Blythewood	Lower Richland	Urban & Rural Areas	City of Cayce	East Richland Public Serv. Dis.	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
Town of Irmo	6TI	-	-	Town of Irmo	Lower Richland	Urban & Rural Areas	City of Cayce	East Richland Public Serv. Dis.	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia
County	-	-	0.001465	Upper Dutch Fork	Lower Richland	Urban & Rural Areas	City of Cayce	East Richland Public Serv. Dis.	City of Columbia	City of Forest Acres	City of Cayce	City of Columbia	City of Columbia	City of Columbia	City of Columbia	City of Columbia

**RICHLAND COUNTY
2017 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2017 Total Levy		475.0	547.6	491.1	475.0	522.0	585.6	469.0	509.3
2016 Total Levy		465.8	536.7	480.0	466.8	513.8	577.4	460.8	500.2
Net Change		9.2	10.9	11.1	8.2	8.2	8.2	8.2	9.1
Percentage Change		2.0%	2.0%	2.3%	1.8%	1.6%	1.4%	1.8%	1.8%
2017 Tax \$100,000 House		\$ 1,900.00	\$ 2,190.40	\$ 1,964.40	\$ 1,900.00	\$ 2,088.00	\$ 2,342.40	\$ 1,876.00	\$ 2,037.31
Less, Local Option Sales Tax		\$ (146.50)	\$ (367.40)	\$ (146.50)	\$ (146.50)	\$ (254.50)	\$ (593.70)	\$ (146.50)	\$ (257.37)
Less, School Operating Credit		\$ (1,030.40)	\$ (1,030.40)	\$ (1,030.40)	\$ (1,030.40)	\$ (1,030.40)	\$ (1,030.40)	\$ (1,030.40)	\$ (1,030.40)
2017 Net Taxes		\$ 723.10	\$ 792.60	\$ 787.50	\$ 723.10	\$ 803.10	\$ 718.30	\$ 699.10	\$ 749.54
2016 Tax \$100,000 House		\$ 715.40	\$ 764.30	\$ 772.20	\$ 719.40	\$ 791.40	\$ 714.60	\$ 695.40	\$ 738.96
Tax Increase (Decrease)		\$ 7.70	\$ 28.30	\$ 15.30	\$ 3.70	\$ 11.70	\$ 3.70	\$ 3.70	\$ 10.59
Percentage Change		1.1%	3.7%	2.0%	0.5%	1.5%	0.5%	0.5%	1.4%
2018 Tax on \$20,000 Auto		\$ 540.70	\$ 583.64	\$ 560.02	\$ 540.70	\$ 575.50	\$ 583.98	\$ 533.50	\$ 559.72
2017 Tax on \$20,000 Auto		\$ 529.40	\$ 567.54	\$ 546.44	\$ 530.60	\$ 563.80	\$ 573.88	\$ 523.40	\$ 547.87
Tax Increase (Decrease)		\$ 11.30	\$ 16.10	\$ 13.58	\$ 10.10	\$ 11.70	\$ 10.10	\$ 10.10	\$ 11.85
Percentage Change		2.1%	2.8%	2.5%	1.9%	2.1%	1.8%	1.9%	2.2%

1AL	Arcadia Lakes	1LR	Lower Richland
1CC	City of Columbia	1TE	Town of Eastover
1ER	East Richland Public SD	1UR	Urban & Rural Areas
1FA	City of Forest Acres	1CY	City of Cayce

**RICHLAND COUNTY
2017 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2017 Total Levy		580.6	653.2	574.6	580.6	627.6	571.2	598.0
2016 Total Levy		576.8	647.7	571.8	577.8	624.8	568.4	594.6
Net Change		3.8	5.5	2.8	2.8	2.8	2.8	3.4
Percentage Change		0.7%	0.8%	0.5%	0.5%	0.4%	0.5%	0.6%
2017 Tax \$100,000 House	\$	2,322.40	\$ 2,612.80	\$ 2,298.40	\$ 2,322.40	\$ 2,510.40	\$ 2,284.80	\$ 2,391.87
Less, Local Option Sales Tax	\$	(146.50)	\$ (367.40)	\$ (146.50)	\$ (146.50)	\$ (254.50)	\$ (146.50)	\$ (201.32)
Less, School Operating Credit	\$	(1,284.80)	\$ (1,284.80)	\$ (1,284.80)	\$ (1,284.80)	\$ (1,284.80)	\$ (1,284.80)	\$ (1,284.80)
2017 Net Taxes	\$	891.10	\$ 960.60	\$ 867.10	\$ 891.10	\$ 971.10	\$ 853.50	\$ 905.75
2016 Tax \$100,000 House	\$	883.40	\$ 932.30	\$ 863.40	\$ 887.40	\$ 959.40	\$ 849.80	\$ 895.95
Tax Increase (Decrease)	\$	7.70	\$ 28.30	\$ 3.70	\$ 3.70	\$ 11.70	\$ 3.70	\$ 9.80
Percentage Change		0.9%	3.0%	0.4%	0.4%	1.2%	0.4%	1.1%
2018 Tax on \$20,000 Auto	\$	667.42	\$ 710.36	\$ 660.22	\$ 667.42	\$ 702.22	\$ 656.14	\$ 677.30
2017 Tax on \$20,000 Auto	\$	662.60	\$ 700.74	\$ 656.60	\$ 663.80	\$ 697.00	\$ 652.52	\$ 672.21
Tax Increase (Decrease)	\$	4.82	\$ 9.62	\$ 3.62	\$ 3.62	\$ 5.22	\$ 3.62	\$ 5.09
Percentage Change		0.7%	1.4%	0.6%	0.5%	0.7%	0.6%	0.8%

2AL	Arcadia Lakes	2ER	East Richland Public SD
2CC	City of Columbia	2FA	City of Forest Acres
2DP	Dentsville Pontiac Area	2TB	Town of Blythewood
2SH	Sand Hills Area		

**RICHLAND COUNTY
2017 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>				
2017 Total Levy		533.4	451.4	454.8	479.9	537.0				
2016 Total Levy		524.7	444.4	448.8	472.6	530.4				
Net Change		8.7	7.0	6.0	7.2	6.6				
Percentage Change		1.7%	1.6%	1.3%	1.5%	1.3%				
2017 Tax \$100,000 House	\$	2,133.60	\$	1,805.60	\$	1,819.20	\$	1,919.47	\$	2,148.18
Less, Local Option Sales Tax	\$	(367.40)	\$	(146.50)	\$	(146.50)	\$	(220.13)	\$	(229.37)
Less, School Operating Credit	\$	(1,027.60)	\$	(1,027.60)	\$	(1,027.60)	\$	(1,027.60)	\$	(1,125.28)
2017 Net Taxes	\$	738.60	\$	631.50	\$	645.10	\$	671.73	\$	793.53
2016 Tax \$100,000 House	\$	710.30	\$	623.80	\$	641.40	\$	658.50	\$	782.74
Tax Increase (Decrease)	\$	28.30	\$	7.70	\$	3.70	\$	13.23	\$	10.79
Percentage Change		4.0%		1.2%		0.6%		1.9%		1.4%
2018 Tax on \$20,000 Auto	\$	566.60	\$	512.38	\$	516.46	\$	531.81	\$	598.58
2017 Tax on \$20,000 Auto	\$	553.14	\$	503.72	\$	509.00	\$	521.95	\$	589.64
Tax Increase (Decrease)	\$	13.46	\$	8.66	\$	7.46	\$	9.86	\$	8.94
Percentage Change		2.4%		1.7%		1.5%		1.9%		1.6%

6CC City of Columbia
6TI Town of Irmo
6UD Upper Dutch Fork

**RICHLAND COUNTY
2017 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2017 Total Levy		475.0	547.6	491.1	475.0	522.0	585.6	469.0	509.3
2016 Total Levy		465.8	536.7	480.0	466.8	513.8	577.4	460.8	500.2
Net Change		9.2	10.9	11.1	8.2	8.2	8.2	8.2	9.1
Percentage Change		2.0%	2.0%	2.3%	1.8%	1.6%	1.4%	1.8%	1.8%
2017 Tax \$100,000 House		\$ 2,850.00	\$ 3,285.60	\$ 2,946.60	\$ 2,850.00	\$ 3,132.00	\$ 3,513.60	\$ 2,814.00	\$ 3,055.97
Less, Local Option Sales Tax		\$ (146.50)	\$ (367.40)	\$ (146.50)	\$ (146.50)	\$ (254.50)	\$ (593.70)	\$ (146.50)	\$ (257.37)
2017 Net Taxes		\$ 2,703.50	\$ 2,918.20	\$ 2,800.10	\$ 2,703.50	\$ 2,877.50	\$ 2,919.90	\$ 2,667.50	\$ 2,798.60
2016 Tax \$100,000 House		\$ 2,647.00	\$ 2,837.70	\$ 2,732.20	\$ 2,653.00	\$ 2,819.00	\$ 2,869.40	\$ 2,617.00	\$ 2,739.33
Tax Increase (Decrease)		\$ 56.50	\$ 80.50	\$ 67.90	\$ 50.50	\$ 58.50	\$ 50.50	\$ 50.50	\$ 59.27
Percentage Change		2.1%	2.8%	2.5%	1.9%	2.1%	1.8%	1.9%	2.2%
2018 Tax on \$20,000 Auto		\$ 540.70	\$ 583.64	\$ 560.02	\$ 540.70	\$ 575.50	\$ 583.98	\$ 533.50	\$ 559.72
2017 Tax on \$20,000 Auto		\$ 529.40	\$ 567.54	\$ 546.44	\$ 530.60	\$ 563.80	\$ 573.88	\$ 523.40	\$ 547.87
Tax Increase (Decrease)		\$ 11.30	\$ 16.10	\$ 13.58	\$ 10.10	\$ 11.70	\$ 10.10	\$ 10.10	\$ 11.85
Percentage Change		2.1%	2.8%	2.5%	1.9%	2.1%	1.8%	1.9%	2.2%

1AL Arcadia Lakes
 1CC City of Columbia
 1ER East Richland Public SD
 1FA City of Forest Acres

1LR Lower Richland
 1TE Town of Eastover
 1UR Urban & Rural Areas
 1CY City of Cayce

**RICHLAND COUNTY
2017 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2017 Total Levy		580.6	653.2	574.6	580.6	627.6	571.2	598.0
2016 Total Levy		576.8	647.7	571.8	577.8	624.8	568.4	594.6
Net Change		3.8	5.5	2.8	2.8	2.8	2.8	3.4
Percentage Change		0.7%	0.8%	0.5%	0.5%	0.4%	0.5%	0.6%
2017 Tax \$100,000 House	\$	3,483.60	\$ 3,919.20	\$ 3,447.60	\$ 3,483.60	\$ 3,765.60	\$ 3,427.20	\$ 3,587.80
Less, Local Option Sales Tax	\$	(146.50)	\$ (367.40)	\$ (146.50)	\$ (146.50)	\$ (254.50)	\$ (146.50)	\$ (201.32)
2017 Net Taxes	\$	3,337.10	\$ 3,551.80	\$ 3,301.10	\$ 3,337.10	\$ 3,511.10	\$ 3,280.70	\$ 3,386.48
2016 Tax \$100,000 House	\$	3,313.00	\$ 3,503.70	\$ 3,283.00	\$ 3,319.00	\$ 3,485.00	\$ 3,262.60	\$ 3,361.05
Tax Increase (Decrease)	\$	24.10	\$ 48.10	\$ 18.10	\$ 18.10	\$ 26.10	\$ 18.10	\$ 25.43
Percentage Change		0.7%	1.4%	0.6%	0.5%	0.7%	0.6%	0.8%
2018 Tax on \$20,000 Auto	\$	667.42	\$ 710.36	\$ 660.22	\$ 667.42	\$ 702.22	\$ 656.14	\$ 677.30
2017 Tax on \$20,000 Auto	\$	662.60	\$ 700.74	\$ 656.60	\$ 663.80	\$ 697.00	\$ 652.52	\$ 672.21
Tax Increase (Decrease)	\$	4.82	\$ 9.62	\$ 3.62	\$ 3.62	\$ 5.22	\$ 3.62	\$ 5.09
Percentage Change		0.7%	1.4%	0.6%	0.5%	0.7%	0.6%	0.8%

2AL Arcadia Lakes
 2CC City of Columbia
 2DP Dentsville Pontiac Area
 2SH Sand Hills Area

2ER East Richland Public SD
 2FA City of Forest Acres
 2TB Town of Blythewood

**RICHLAND COUNTY
2017 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>
2017 Total Levy		533.4	451.4	454.8	479.9	537.0
2016 Total Levy		524.7	444.4	448.8	472.6	530.4
Net Change		8.7	7.0	6.0	7.2	6.6
Percentage Change		1.7%	1.6%	1.3%	1.5%	1.3%
2017 Tax \$100,000 House	\$	3,200.40	\$ 2,708.40	\$ 2,728.80	\$ 2,879.20	\$ 3,222.26
Less, Local Option Sales Tax	\$	(367.40)	\$ (146.50)	\$ (146.50)	\$ (220.13)	\$ (229.37)
2017 Net Taxes	\$	2,833.00	\$ 2,561.90	\$ 2,582.30	\$ 2,659.07	\$ 2,992.89
2016 Tax \$100,000 House	\$	2,765.70	\$ 2,518.60	\$ 2,545.00	\$ 2,609.77	\$ 2,948.18
Tax Increase (Decrease)	\$	67.30	\$ 43.30	\$ 37.30	\$ 49.30	\$ 44.71
Percentage Change		2.4%	1.7%	1.5%	1.9%	1.6%
2018 Tax on \$20,000 Auto	\$	566.60	\$ 512.38	\$ 516.46	\$ 531.81	\$ 598.58
2017 Tax on \$20,000 Auto	\$	553.14	\$ 503.72	\$ 509.00	\$ 521.95	\$ 589.64
Tax Increase (Decrease)	\$	13.46	\$ 8.66	\$ 7.46	\$ 9.86	\$ 8.94
Percentage Change		2.4%	1.7%	1.5%	1.9%	1.6%

6CC City of Columbia
6TI Town of Irmo
6UD Upper Dutch Fork

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Three Hundred Seven Thousand Three Hundred Eighty Three Dollars (\$307,383) to increase funding to the Board of Voter Registration & Elections Department

First Reading: July 25, 2017

Second Reading: September 12, 2017

Third Reading:

Public Hearing: September 12, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___17HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE THREE HUNDRED SEVEN THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS (\$307,383) TO INCREASE FUNDING TO THE BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT.

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 provide the funding received by the County from the City of Columbia and State Elections Commission for the election related expenses incurred by the Elections and Voter Registration Department conducting the following elections: 2016 Statewide Primary Elections, 2016 General Election, and the City of Columbia: 2017 District IV Special Election. Therefore, the Fiscal Year 2017-2018 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2017:	\$ 1,405,961
Appropriation of Reimbursement Balance:	\$ <u>307,383</u>
Total Reimbursed amount as Amended:	\$ 1,713,344

EXPENDITURES

Expenditures appropriated July 1, 2017:	\$ 1,405,961
Increase to Board of Voter Registration Department Budget:	\$ <u>307,383</u>
Total General Fund Expenditures as Amended:	\$ 1,713,344

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 _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE ____ DAY
OF _____, 2017

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

To establish and create a special tax district within Richland County, South Carolina, to be known as the "Lake Dogwood Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

Notes:

First Reading: July 11, 2017

Second Reading: September 12, 2017

Third Reading:

Public Hearing: September 12, 2017

**The Auditor and counsel for the Lake Dogwood Special Tax District have agreed to levy a flat fee for 2017. Additional information regarding access to the lake will be provided by legal counsel on or before the 3rd Reading of this item.

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “LAKE DOGWOOD SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “***Ordinance***”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “***Council***”), the governing body of Richland County, South Carolina (the “***County***”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “***State***”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “***Petition***”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Lake Dogwood.” The Petition requested the formation of the Lake Dogwood Special Tax District (the “***District***”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Lake Dogwood Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated December 13, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated February 8, 2017, the Election Commission ordered that a referendum be held on June 13, 2017 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Lake Dogwood”, which area includes tax map parcels: R35481-01-02; R35481-01-03; R35481-01-04; R35481-01-05; R35481-02-01; R35481-02-02; R35481-02-03; R35481-02-04; R35481-02-05; R35481-03-01; R35581-01-01; R35581-01-02; R35581-01-03; R35581-01-04; R35581-01-05; R35581-01-06; R35581-01-07; R35581-01-08; R35581-01-09; R35581-01-12; R35581-01-13; R35581-01-14; R35581-01-15; R35581-01-17; R35581-01-18; R35581-01-19; R35581-01-20; R35581-01-21; R35581-01-22; R35581-01-23; R35581-01-24; R35581-01-26; R35581-01-27; R35581-01-28; R35581-01-29; R35581-01-30; R35581-01-31; R35581-01-32; R35581-01-33; R35581-01-34; R35581-01-35; R35581-02-01; R35581-02-02; R35581-02-03; R35581-02-04; R35581-02-05; R35581-02-06; R35581-02-07; R35581-02-09; R35581-02-10; R35581-03-01; R35581-03-02; R35581-03-03; R35581-03-04; R35581-03-05; R35581-03-06; R35581-03-07; R35581-03-08; R35581-03-09; R35581-03-10; R35581-03-12; R35581-03-13; R35581-03-14; R35581-04-01; R35581-04-02; R35581-04-03; R35581-04-05; R35581-05-01; R35581-05-02; R35581-05-03; R35581-05-04; R35581-05-05; R35581-06-01; R35581-06-02; R35582-01-01; R35582-01-03; R35582-01-04; R35582-01-05; R35582-01-06; R35582-01-07; R35582-01-08; R35582-01-09; R35582-01-10; R35582-01-11; R35582-01-12; R35582-01-13; R35582-01-14; R35582-01-15; R35582-01-16; R35582-01-17; R35582-01-18; R35582-01-19; R35582-01-20; R35582-01-21; R35582-01-22; R35582-01-23; R35582-01-24; R35582-01-25; R35582-01-28; R35582-01-29; R35582-01-30; R35582-01-31; R35582-01-32; R35582-01-33; R35582-01-34; R35582-02-04; R35582-03-01; R35582-03-02; R35582-03-03; R35582-03-05; R35582-03-06; R35582-03-08; R35582-04-01; R35582-04-03; R35582-04-04; R35582-04-05; R35681-01-01; R35681-01-02; R35681-01-03; R35681-01-04; R35681-01-05; and R35681-01-06, to be known as the “Lake Dogwood Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Lake Dogwood Dam, improving Lake Dogwood and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 250 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on June 13, 2017, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Lake Dogwood Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Lake Dogwood Dam, improving Lake Dogwood and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Lake Dogwood Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Lake Dogwood Property Owners Association, Inc. (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;

B. sue and be sued;

C. adopt, use, and alter a corporate seal;

D. make bylaws for the management and regulations of its affairs;

E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer or a banking institution registered by the Federal Deposit Insurance Corporation (FDIC) to act as a custodian for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in

the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Continuity of Levy.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next and no other business of the Commission is required, no formal action or meeting of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

[Remainder of Page Intentionally Left Blank]

ONE AND ENACTED IN MEETING DULY ASSEMBLED this 19th day of September, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

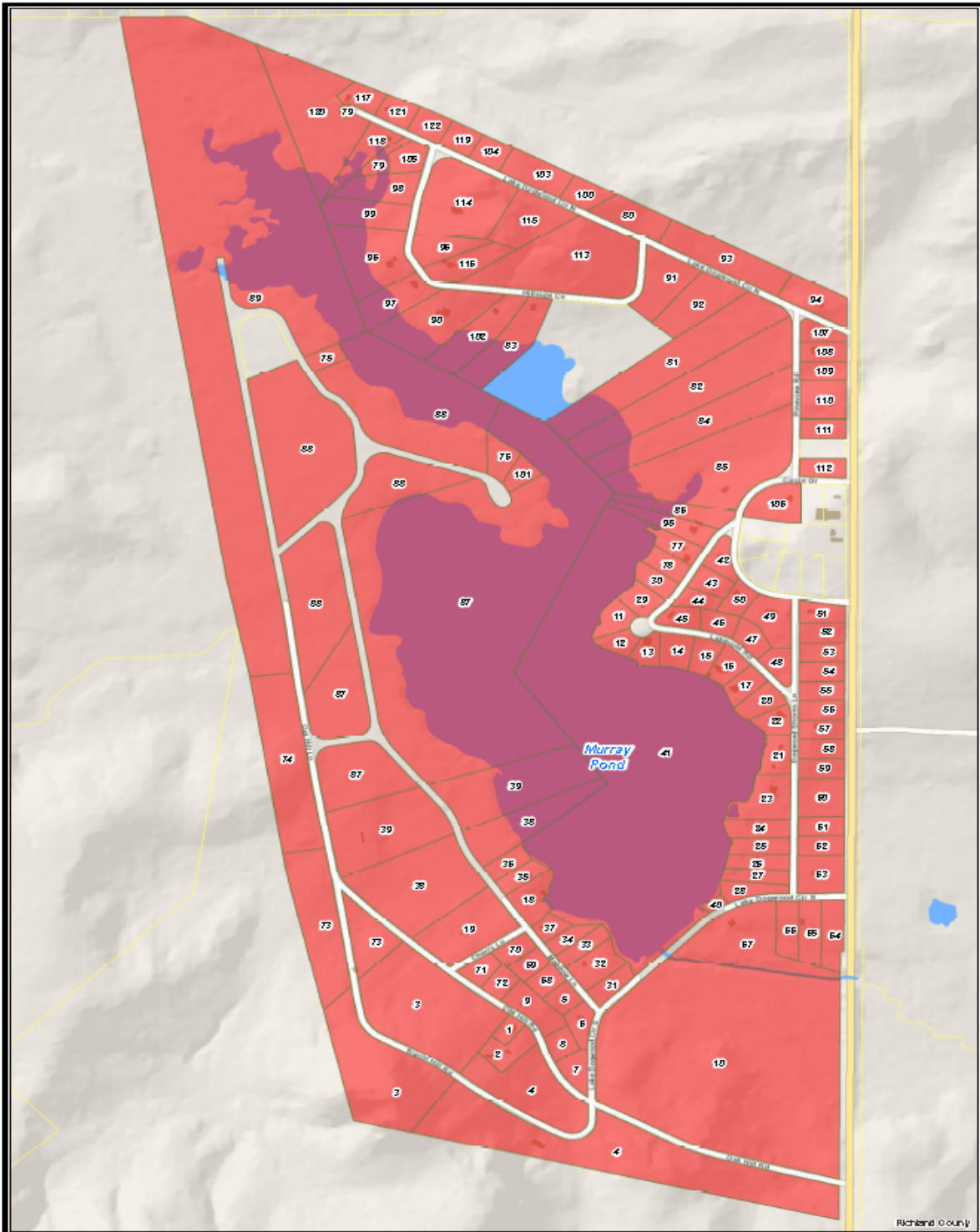
(SEAL)

Clerk to Council

First Reading: July 11, 2017
Second Reading: September 12, 2017
Public Hearing: September 12, 2017
Third Reading: September 19, 2017

Exhibit A

MAP OF DISTRICT



Richard County



Proposed Lake Dogwood HOA Tax District



Exhibit B

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct a public hearing (the “*Public Hearing*”) on the proposed enactment of the following ordinance (the “*Ordinance*”):

“AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “LAKE DOGWOOD SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”

The Public Hearing shall be held on September 12, 2017 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearing. A copy of the Ordinance is available for review at the County’s administrative facility during normal business hours.

Richland County Council Request for Action

Subject:

An Ordinance Authorizing a deed to Empire Equities Capital, Ltd. for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07

Notes:

First Reading: July 25, 2017

Second Reading: September 12, 2017

Third Reading:

Public Hearing: September 12, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-17HR

AN ORDINANCE AUTHORIZING A DEED TO EMPIRE EQUITIES CAPITAL, LTD. FOR ONE SUMMIT PARKWAY, WHICH IS THE FORMER SUMMIT PARKWAY LIBRARY; ALSO DESCRIBED AS TMS# 23000-03-07.

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 I. The County of Richland and its employees and agents are hereby authorized to grant a deed for One Summit Parkway, which is also described as TMS# 23000-03-07, to Empire Equities Capital, Ltd., as specifically described in the attached Title to Real Estate, attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle Onley
Assistant Clerk of Council

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


WITNESS the Hand and Seal of the Grantor's duly authorized signatory this 3rd day of June, in the year of our Lord One Thousand Nine Hundred and Ninety-two (1992), and in the Two Hundred and Sixteenth (216th) year of the Sovereignty and Independence of the United States of America.

As to Grantor, Signed, Sealed and Delivered in the presence of:

AMERICAN NEWLAND ASSOCIATES, a California general partnership

By: The Newland Group, Inc. a California corporation, general partner

Kelly Campbell
James J. Jones
Laurel

BY: Ed Block
BY: Autuma V. Jones
LAWYER & V.P. SECRETARY


By: American General Realty Investment Corporation, a Texas corporation, general partner

Amelia
Wendee Rice

BY: Donald H. Nicholas
Its: Vice President

As to Grantee, Signed, Sealed and Delivered in the presence of:

APPROVED COUNTY ATTORNEY

DATE 7-6-92

SIGNATURE Beverly Hoffman

Bathory H. Jones
Beverly Hoffman

BY: John D. Monroe
Its: COUNTY COUNCIL Chairman

AS TO THE GRANTOR'S INTEREST
RECORDED
INDEXED
SERIALIZED
FILED
RECORDED
INDEXED
SERIALIZED
FILED
JUN 23 1992
COUNTY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named American Newland Associates, a California general partnership by The Newland Group, Inc. a California corporation, its general partner by Jadonna K. Mense and as Sr. V.P. & Sec. sign, seal and as its act and deed deliver the within written deed, and that (s)he with the other witness subscribing above witnessed the execution thereof.

SWORN to before me this
28th day of June, 1992.

Jadonna

P. Elliott Jacobsen
NOTARY PUBLIC FOR
My Commission Expires: 9-9-94



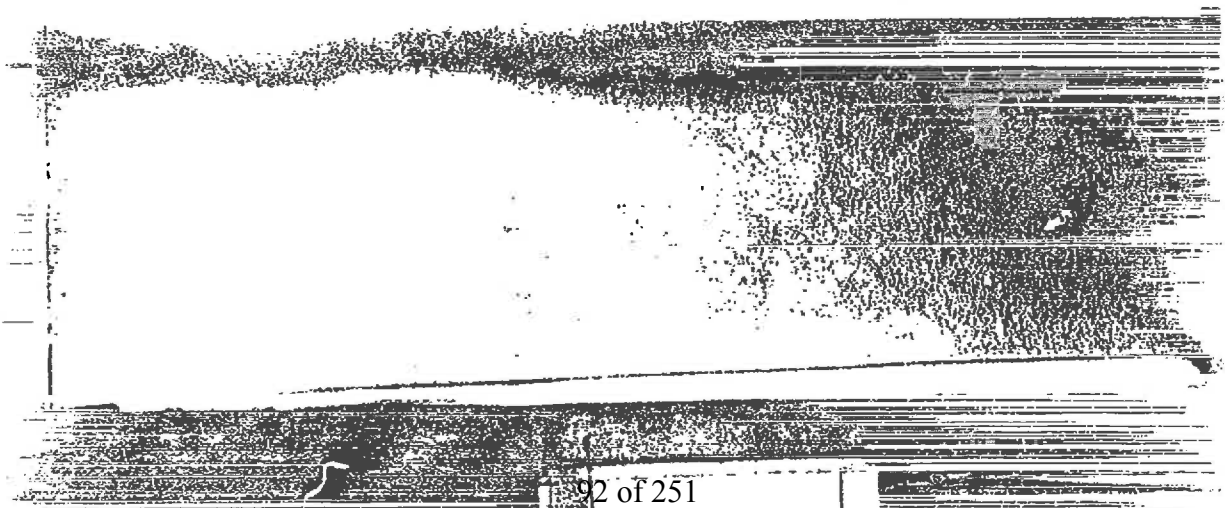
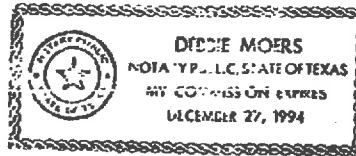
STATE OF Texas)
COUNTY OF Harris)

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named American Newland Associates, a California general partnership by American General Realty Investment Corporation, a Texas corporation, its general partner by: Donald H. Nicholas, its Vice-President sign, seal and as its act and deed deliver the within written deed, and that (s)he with the other witness subscribing above witnessed the execution thereof.

SWORN to before me this
24th day of June, 1992.

Donald H. Nicholas

Delbie Moers
NOTARY PUBLIC FOR
My Commission Expires: 12/27/94



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named Grantee by John D. Moore, its: County Council Chairman sign, seal and as its act and deed deliver the within written deed for the uses and purposes therein set forth, and that (s)he with the other witness subscribing above witnessed the execution thereof.

SWORN to before me this
7th day of July, 1992.

Kathryn J. Jones

Barbara Hoffman
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4-9-94

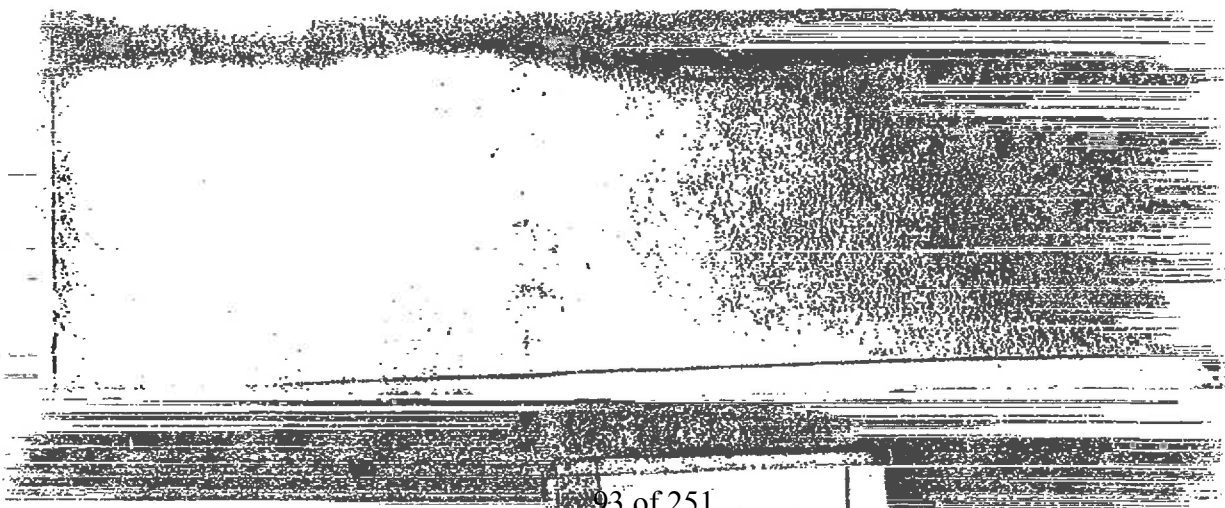


EXHIBIT A

All that certain piece, parcel, or lot of land, together with improvements thereon (if any), situate, lying and being generally located at the northwestern corner of the intersection of Clemson Road and Summit Parkway, in the County of Richland and State of South Carolina, being shown and delineated as 2.00 acres, on a plat entitled Richland County Public Library -- Sandhills Branch, by Cox and Dinkins, Inc., dated May 25, 1992, recorded in the Office of the REC for Richland County in Plat Book 54 at Page 1748; according to such plat said property having the following courses and distances: BEGINNING at an iron at the northeasternmost corner of the subject property and running thence $S20^{\circ}45'18''E$ for a distance of 67.64 feet to an iron; thence turning and running in a curved line which has a chord running $S30^{\circ}55'57''W$ for a distance of 182.00 feet to an iron; thence running along the same course 1.34 feet to an iron; thence turning and running $N48^{\circ}54'22''W$ for a distance of 27.40 feet to an iron; thence turning and running $S40^{\circ}00'22''W$ for a distance of 46.11 feet to an iron; thence turning and running $S85^{\circ}03'21''W$ for a distance of 56.83 feet to an iron; thence turning and running $N47^{\circ}21'47''W$ for a distance of 71.77 feet to an iron; thence turning and running $N57^{\circ}12'31''W$ for a distance of 188.16 feet to an iron; thence turning and running $N29^{\circ}32'03''E$ for a distance of 242.97 feet to an iron; thence turning and running $S59^{\circ}35'51''E$ for a distance of 116.42 feet to an iron; thence turning and running in a curved line which has a chord running $S66^{\circ}42'02''E$ for a distance of 90.33 feet to an iron; thence turning and running $S73^{\circ}28'29''E$ for a distance of 88.31 feet to an iron at the POINT OF BEGINNING; Be all measurements a little more or less.

This being a portion of the property conveyed unto the Grantor herein by deed of NCNB South Carolina, as ancillary trustee, dated July 18, 1988, recorded July 18, 1988 in the Office of the Register of Mesne Conveyances for Richland County in Deed Book D-896 at Page 695.

EXHIBIT "B"

AGREEMENTS, COVENANTS AND RESTRICTIONS

In consideration of this conveyance and by acceptance of this deed the Grantee, its successor and assigns, specifically covenants and agrees with Grantor, its successors and assigns, as follows:

1. **USE OF THE PROPERTY.** So long as the property shall be utilized only as a public library, including all other uses necessary and incidental thereto, the Grantee shall have all rights, members, hereditaments and appurtenances thereunto appertaining. Provided however upon failure of the Grantee to so use the property as a public library, the title thereto shall immediately revert to and vest in the Grantor. Should the title revert to the Grantor upon failure of such use, the Grantor hereby agrees and covenants that it shall either reimburse the Grantee for the Grantee's original expenditure in the improvements erected on the property, or it shall release such reverter entirely.
2. **IMPROVEMENTS.** Any improvements and landscaping shall be constructed or performed upon the property in accordance with plans and specifications previously submitted to and approved by the New Construction Committee of the Summit Community Association (hereinafter the Community Association). Any change in the improvements or landscaping as set forth upon the approved plans and specifications shall be first submitted to and approved by the Modifications Committee of the Community Association.
3. **ENTRANCE TO THE PROPERTY.** Grantee hereby specifically agrees that its access to the property shall be located as set forth in the plans and specifications. Further Grantee agrees that it shall be responsible for the construction of a roadway from Summit Parkway to the entrance of the subject property, which roadway is more specifically shown and delineated as "Proposed Roadway" on that certain plat for *Richland County Public Library South Hills Branch*, by *COX and Dinkins, Inc.*, dated *May 22, 1992*, and recorded simultaneously herewith. Grantor agrees that it shall convey unto Grantee a temporary construction and non-exclusive access easement across the aforesaid property, which easement shall terminate on December 31, 1993, or at such time as the roadway is dedicated to and accepted by Richland County, whichever shall first occur.
4. **SUBDIVISION OF THE PROPERTY.** The property shall not be subdivided without the prior written consent of the Grantor.
5. **TERM.** These covenants and restrictions shall run with and bind the property and the Grantee to the performance thereof, and shall inure to the benefit of and shall be enforceable by the Community Association or the Grantor, their respective successors and assigns, for a period of thirty (30) years from the date this deed is recorded, and the same shall be automatically extended for four (4) successive ten (10) year periods, unless an instrument in writing, signed by the Community Association and the Grantor has been recorded within the year preceding the beginning of each successive period of ten (10)

years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same, in which case these covenants and restrictions shall be modified or terminated as specified therein.

6. **AMENDMENT.** The Grantor reserves the right to amend, modify or terminate these covenants and restrictions as it shall deem necessary and proper, so long as such amendment, modification or termination shall not materially alter the property rights of the Grantee herein.

7. **PARTIES.** The terms hereof shall bind and inure to the benefit of the Grantee and the Grantor, as the case may be, and their respective successors and assigns. Should the Grantor herein assign its rights under these covenants and restrictions such assignment shall be evidenced by a written instrument specifically referring to the rights herein reserved, and the same shall be recorded in the Office of the Register of Mesne Conveyances for Richland County.

Richland County Council Request of Action

Subject:

Authorizing the execution and delivery of a fee in lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and Trane U.S., Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

First Reading: June 20, 2017

Second Reading: July 11, 2017

Third Reading: October 3, 2017 {Tentative}

Public Hearing: October 3, 2017

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAX AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TRANE U.S., INC. TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial or manufacturing facility (“Infrastructure”);

WHEREAS, Trane U.S., Inc., (“Company”), desires to expand and existing manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$90 million and the creation of 700 new, full-time jobs; and

WHEREAS, at the request of the Company and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Company, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Company with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property, (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Company, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project to the public are greater than the costs to the public.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Company.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 20, 2017
Second Reading: July 11, 2017
Public Hearing: October 3, 2017
Third Reading: October 3, 2017

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

TRANE U.S., INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF OCTOBER 3, 2017

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name		
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 		
<ul style="list-style-type: none"> • Investment Commitment 		
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<ul style="list-style-type: none"> • Millage Rate 		
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Other information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("*Fee Agreement*") is entered into, effective, as of October 3, 2017, between Richland County, South Carolina ("*County*"), a body politic and corporate and a political subdivision of the State of South Carolina ("*State*"), acting through the Richland County Council ("*County Council*") as the governing body of the County, and Trane U.S., Inc., a corporation organized and existing under the laws of the State of Delaware ("*Sponsor*").

WITNESSETH:

(a) Title 12, Chapter 44, ("*Act*") of the Code of Laws of South Carolina, 1976 ("*Code*"), as amended, authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("*FILOT*") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits ("*Infrastructure Credit*") against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise (collectively, "*Infrastructure*"); and

(c) The Sponsor has committed to expand an existing manufacturing facility ("*Facility*") in the County, consisting of taxable investment in real and personal property of not less than \$90 million and the creation of 700 new, full-time jobs.

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

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

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

"*Act*" means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

"*Act Minimum Investment Requirement*" means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

"*Administration Expenses*" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs,

expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

"Commencement Date" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2017.

"Contract Minimum Investment Requirement" means a taxable investment in real and personal property at the Project of not less than \$90 million.

"Contract Minimum Jobs Requirement" means not less than 700 full-time, jobs created by the Sponsor in the County in connection with the Project.

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

"County Council" means the Richland County Council, the governing body of the County.

"Credit Term" means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

"Department" means the South Carolina Department of Revenue.

"Diminution in Value" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.4 of this Fee Agreement; (ii) a casualty as described in Section 4.5 of this Fee Agreement; or (iii) a condemnation as described in Section 4.6 of this Fee Agreement.

"Economic Development Property" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

"Equipment" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

"Event of Default" means any event of default specified in Section 5.1 of this Fee Agreement.

"FILOT Payments" means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

"Fee Agreement" means this Fee Agreement.

"Fee Term" means the period from the effective date of this Fee Agreement until the Final

Termination Date.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2052, the Final Termination Date is expected to be January 2053, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 4.2 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2022.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County, South Carolina.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Non-Qualifying Property**” means that portion of the Project which is not Economic Development Property.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 19th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.4 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.5(c) or Section 4.6(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Trane U.S., Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on April 17, 2017, and adopted an Inducement Resolution, as defined in the Act on July 11, 2017.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project

and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2017. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2018, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 14, 2010, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5718, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.9.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. In the tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not economic development property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT

Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

Section 5.2. Reserved.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the Company is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “Cessation of Operations means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. *Remedies Not Exclusive.* No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* The County and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “***Confidential Information.***” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year over the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Trane U.S., Inc.

WITH A COPY TO (does not constitute notice):

McGuireWoods Consulting
Attn: Chris Lloyd
800 East Canal Street
Richmond, VA 23219

and

McGuireWoods Consulting
Attn: The Honorable Jim Hodges
1301 Gervais Street
Suite 1050
Columbia, SC 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
1201 Main Street, Suite 910
Columbia, South Carolina 29201

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts,

and all of the counterparts together constitute one and the same instrument.

Section 10.4. *Governing Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. *Amendments.* This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. *Interpretation; Invalidity; Change in Laws.*

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. *Force Majeure.* The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. *Termination; Termination by Sponsor.*

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

TRANE U.S., INC.

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

TMS Nos. 17400-09-13
17400-09-14

EXHIBIT B
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] (“Fee Agreement”), between Richland County, South Carolina (“County”) and Trane U.S., Inc. (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By:
Its:

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By:
Its:

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

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

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

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

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

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

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

2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

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

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

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

RICHLAND COUNTY COUNCIL

BY:


Paul Livingston, Chair

ATTEST this the 5 day of
~~January~~ ~~2010~~ 2011


Michelle Onley, Assistant Clerk of Council

EXHIBIT D
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Credit Term is 5 years commencing with the first FILOT Payment due with respect to the Project. The Sponsor is entitled to an Infrastructure Credit equal to 50% of its FILOT Payment for the first 3 years of the Credit Term. The Sponsor is entitled to an Infrastructure Credit equal to 40% of its FILOT Payment for the last 2 years of the Credit Term.

EXHIBIT E
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement by the end of the Investment Period, then the Sponsor shall repay a pro-rata portion of the Infrastructure Credit received, which shall be calculated in accordance with the formula set forth below.

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$2,500,000 in Infrastructure Credits, and \$81,900,000 had been invested at the Project and 644 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 644/700 = 92\%$$

$$\text{Investment Achievement Percentage} = \$81,900,000/\$90,000,000 = 91\%$$

$$\text{Overall Achievement Percentage} = (92\% + 91\%)/2 = 91.5\%$$

$$\text{Claw Back Percentage} = 100\% - 91.5\% = 8.5\%$$

$$\text{Repayment Amount} = \$2,500,000 \times 8.5\% = \$212,500$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Tyson Prepared Foods, Inc. to provide for payment of a fee-in-lieu of taxes; the extension of an existing fee-in-lieu of tax agreement between Richland County and Project Flag; and other related matters

Notes:

First Reading: July 11, 2017

Second Reading; September 12, 2017

Third Reading: October 3, 2017 {Tentative}

Public Hearing: October 3, 2017

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TYSON PREPARED FOODS, INC. TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; THE EXTENSION OF AN EXISTING FEE-IN-LIEU OF TAX AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT FLAG; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, Tyson Prepared Foods, Inc., previously known as Project Flag, entered into a fee in lieu of taxes agreement in the form of a Lease Agreement dated December 15, 1996 with the County (the “1996 FILOT Agreement”);

WHEREAS, Tyson Prepared Foods, Inc. (“Sponsor”) desires to expand its existing manufacturing facility in the County (“Project”) by making an investment in real and personal property of not less than \$9,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to (i) enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) extend the term of the 1996 FILOT Agreement by ten (10) years for all eligible phases of the 1996 FILOT Agreement;

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be retained, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Extension of Term of 1996 FILOT Agreement.* The extension of the term of the 1996 FILOT Agreement by ten (10) years for each eligible part of the Project (as defined in the 1996 FILOT Agreement) (the “Extension”) is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the Extension. The County acknowledges that the real estate covered by the 1996 FILOT Agreement will, pursuant to the Company’s request, no longer be a part of the 1996 FILOT Agreement. The reconveyance of the real estate owned by the County pursuant to the 1996 FILOT Agreement as further described on Exhibit B attached hereto is hereby authorized and approved.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate including, but not limited to, a limited warranty deed and closing statement and certificates to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement, and the reconveyance of the real property under the 1996 FILOT Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 6, 2017
Second Reading: September 12, 2017
Public Hearing: October 3, 2017
Third Reading: October 3, 2017

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

TYSON PREPARED FOODS, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2017

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name		
Project Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	20 years	
• Investment Commitment	\$9,000,000	
• Jobs Commitment	-0-	
• Investment Period	5 years	
• Assessment Ratio:	6%	
• Millage Rate		
• Fixed or Five-Year Adjustable millage:	Fixed	
• Claw Back information		
Multicounty Park	N/A	
Infrastructure Credit	N/A	
• Brief Description		
• Credit Term		
• Claw Back information:		
Other information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2017, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Tyson Prepared Foods, Inc., a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of an investment in real and personal property of not less than \$9,000,000;

(c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

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

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day

of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2017.

“Contract Minimum Investment Requirement” means an investment in real and personal property at the Project of not less than \$9,000,000.

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

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

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

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“Fee Agreement” means this Fee Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2041, the Final Termination Date is expected to be January 15th, 2043, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended (or unless the Commencement Date is later than December 31, 2017), is expected to end on December 31, 2022.

“Multicounty Park” means the multicounty industrial or business park governed by the I-77 Corridor Regional Industrial Park[†], dated as of April 15, 2003, between the County and Fairfield County, South Carolina.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 19th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means Tyson Prepared Foods, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on June 6, 2017 by adopting an Inducement Resolution, as defined in the Act.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a processed food manufacturing facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor’s execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT Payments and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT Payments and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2017. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2018, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated January 5th, 2011, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV

FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, if any, the County and the Sponsor have elected to determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 460.8, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could negatively impact the FILOT Payments and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed

from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. In the property tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor, or any Sponsor Affiliate, may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

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

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor, and any Sponsor Affiliate, is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not economic development property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
[RESERVED]**

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. Subject in all events to Section 10.9 hereof, the following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “Cessation of Operations means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) In the case of (b) through (d) above, or in case of failure by the Sponsor to perform any of the other material terms, conditions, obligations, or covenants under this Fee Agreement the County shall give notice to the defaulting Sponsor, and if such failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, the failure shall only then become an “Event of Default,” unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

(g) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the

Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. This Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**”-Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor

acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *Indemnification Covenants.*

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “***Indemnified Party***”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based

on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor and any Sponsor Affiliate is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor or any Sponsor Affiliate are not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to \$7,000 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice. ▸

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor

and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Tyson Prepared Foods, Inc.
Attn: Tax Department
2200 Don Tyson Parkway
Springdale, AZ 72762

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor (29201)
PO Box 11070
Columbia, SC 29211

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT Payment incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

TYSON PREPARED FOODS, INC.

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, near the City of Columbia, State of South Carolina, containing 5.479 acres, more or less, and being shown as Parcel A on a plat prepared for IBP, Inc. dated August 24, 1995 by B.P. Barber & Associates, Inc. and recorded on _____ in Plat Book _____, Page _____ in the Richland County RMC office. Reference to said plat is craved for a fuller description with all measurements being a little more or less.

TMS No.: 13602-02-03

This being the identical property conveyed to IBP, Inc. by NationsBank, N.A. (Carolinas) by instrument dated August 22, 1995 recorded on August 24, 1995 in Deed Book D-1275, Page 697, in the Richland County RMC Office.

TOGETHER WITH:

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, near the City of Columbia, State of South Carolina, containing 6.977 acres, more or less, and being shown as Parcel B on a plat prepared for IBP, Inc. dated August 24, 1995 by B.P. Barber & Associates, Inc. and recorded on _____ in Plat Book _____, Page _____ in the Richland County RMC office. Reference to said plat is craved for a fuller description with all measurements being a little more or less.

TMS No.: 13602-02-02

This being the identical property conveyed to IBP, Inc. by NationsBank, N.A. (Carolinas) by instrument dated August 22, 1995 recorded on August 24, 1995 in Deed Book D-1275, Page 697 in the Richland County RMC Office.

EXHIBIT B
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By:
Its:

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By:
Its:

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

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

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

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

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

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

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

2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

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

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

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

RICHLAND COUNTY COUNCIL

BY: 
Paul Livingston, Chair

ATTEST this the 5 day of
~~January~~ ~~2010~~ 2011


Michelle Onley, Assistant Clerk of Council

EXHIBIT D

[RESERVED]

EXHIBIT E

[RESERVED]

EXHIBIT B

DESCRIPTION OF REAL ESTATE

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, near the City of Columbia, State of South Carolina, containing 5.479 acres, more or less, and being shown as Parcel A on a plat prepared for IBP, Inc. dated August 24, 1995 by B.P. Barber & Associates, Inc. and recorded on _____ in Plat Book _____, Page _____ in the Richland County RMC office. Reference to said plat is craved for a fuller description with all measurements being a little more or less.

TMS No.: 13602-02-03

This being the identical property conveyed to IBP, Inc. by NationsBank, N.A. (Carolinas) by instrument dated August 22, 1995 recorded on August 24, 1995 in Deed Book D-1275, Page 697, in the Richland County RMC Office.

TOGETHER WITH:

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, near the City of Columbia, State of South Carolina, containing 6.977 acres, more or less, and being shown as Parcel B on a plat prepared for IBP, Inc. dated August 24, 1995 by B.P. Barber & Associates, Inc. and recorded on _____ in Plat Book _____, Page _____ in the Richland County RMC office. Reference to said plat is craved for a fuller description with all measurements being a little more or less.

TMS No.: 13602-02-02

This being the identical property conveyed to IBP, Inc. by NationsBank, N.A. (Carolinas) by instrument dated August 22, 1995 recorded on August 24, 1995 in Deed Book D-1275, Page 697 in the Richland County RMC Office.

~#4847-7924-4365 v.4~

Richland County Council Request for Action

Subject:

Additional Office Space for the Public Defender's Office

Notes:

September 26, 2017 – The Committee forwarded this item to Council without a recommendation.



Administration and Finance Committee Meeting

September 26, 2017

Committee Briefing Document

Agenda Item

Additional Office Space for the Public Defender's Office

Background

In light of the lack of space at the Judicial Center, staff was requested to investigate the possibility of relocating the Public Defender to an offsite location that is within walking distance of the Judicial Center.

Space concerns at the Judicial Center have prompted a couple proactive measures to help combat those concerns. First is the completion of a Needs Assessment which evaluates the current space and the required space for those individuals and departments that are housed at the Judicial Center. This Needs Assessment is currently underway. The second measure is the relocation of the Public Defender into offsite office space. This option provides an immediate solution for some of the space concerns.

As staff searched for available property, there were a few requirements that the Public Defender had of this future space:

1. New office space should be located within a few blocks from the Judicial Center due to the need for the attorneys to commute back and forth on a frequent basis from the office to the Court
2. Requested a need for 12 individual offices, a reception area, restroom facilities, security measures and possibly a furnished space
3. Requested that a new space be identified and all staff be moved in by the end of September

The availability of office space that met the size requirements as well as being in close proximity to the Judicial Center was very hard to locate. In fact there were only two properties which met all the requirements. Following is an overview of the two properties:

- 1501 Main Street
- Office suite is located in the TD Bank building approximately 2 blocks from the Judicial Center
- 3 year rental rate at \$18.00/SF, no annual lease increase
- 1 month free rent
- A total of 13 parking spaces available in adjacent parking garage
- Full service lease, meaning all utilities included in the lease rate
- Full service janitorial included in the lease rate
- On site security
- 24 hour on-site fitness center
- Furnishings included

- 1730 Main Street
- Located directly across the street from the Judicial Center
- 5 year lease at \$19.50/SF
- A total of 16 parking spaces included in lease
- Furnishings available at an increased lease price
- Janitorial services not included in lease price
- Utilities not included in the lease price

After a brief overview of the two options, it is clear that the 1501 Main Street property offers a better value, while also including additional amenities at no additional cost.

Issues

Space concerns at the Judicial Center vis a vis the staff of the Public Defender's Office.

Fiscal Impact

Using an October 1, 2017 as the initial lease date for the 1501 Main Street property, the total rent amount for the remainder of FY2018 would be \$52,780. Staff has identified funding in the current General Fund budget to cover this amount.

For FY 2019, staff has identified funding in the FY2019 budget to cover the full fiscal year rent amount of \$80,753.40.

Past Legislative Actions

This is a staff initiated request to resolve a space concern brought up by an Appointed Official.

Alternatives

1. Approve the request to enter into a lease agreement for 1501 Main Street
2. Do not approve the request to enter into a lease agreement for 1501 Main Street

Staff Recommendation

It is recommended that Council approve the request to enter into a lease agreement for 1501 Main Street.



GREAT SOUTHERN C O R P O R A T I O N

Tenant: Richland County
Lease Proposal for Richland County
Garden Level, 1501 Main Street, Columbia, SC
August 9, 2017 (Revised)

Premises: 4,524 +/- RSF available on the Garden Level --Space Layout -- Refer to Exhibit A, Suite C

Parties: Lessor: Hampton & Assembly, LLC
Property: 1501 Main Street, Columbia, SC
Building Manager: Sandra Jennings-Sloan
Great Southern Corporation

Base Rental Rate: \$18.00 – Three year rental rate, no increase

Concessions: 1 Month Free Rent October, 2017

Termination Clause: This lease may be terminated with a 90 day notice

Availability: Property will be available as of September 1, 2017.

Tenant Improvements: Landlord will replace carpet and paint throughout space. Office chairs in space may be used by tenant. Shelving in space will be installed for tenant on specified wall.

Base Year 2018

Escalations, CPI, Real Estate Taxes & operating Costs Escalation Clause: Tenant pays its pro-rata share (as calculated by formula: rentable square feet in Premises/rentable square feet in building) times the sum exceeding Base Year Operating Expense.

Security Deposit: Waived

Parking: Parking spaces are available in the adjacent garage for a monthly cost of \$65.00 per space, 13 parking spaces are offered with this lease at that rate. Parking is controlled by card access and is secured by a roll down gate at 7:00 p.m. The gate is opened at 7:30 a.m.; access for Tenants is 24 hours. Additional parking may be available if needed.

Utilities: Full service lease provided with electricity, sewer and water

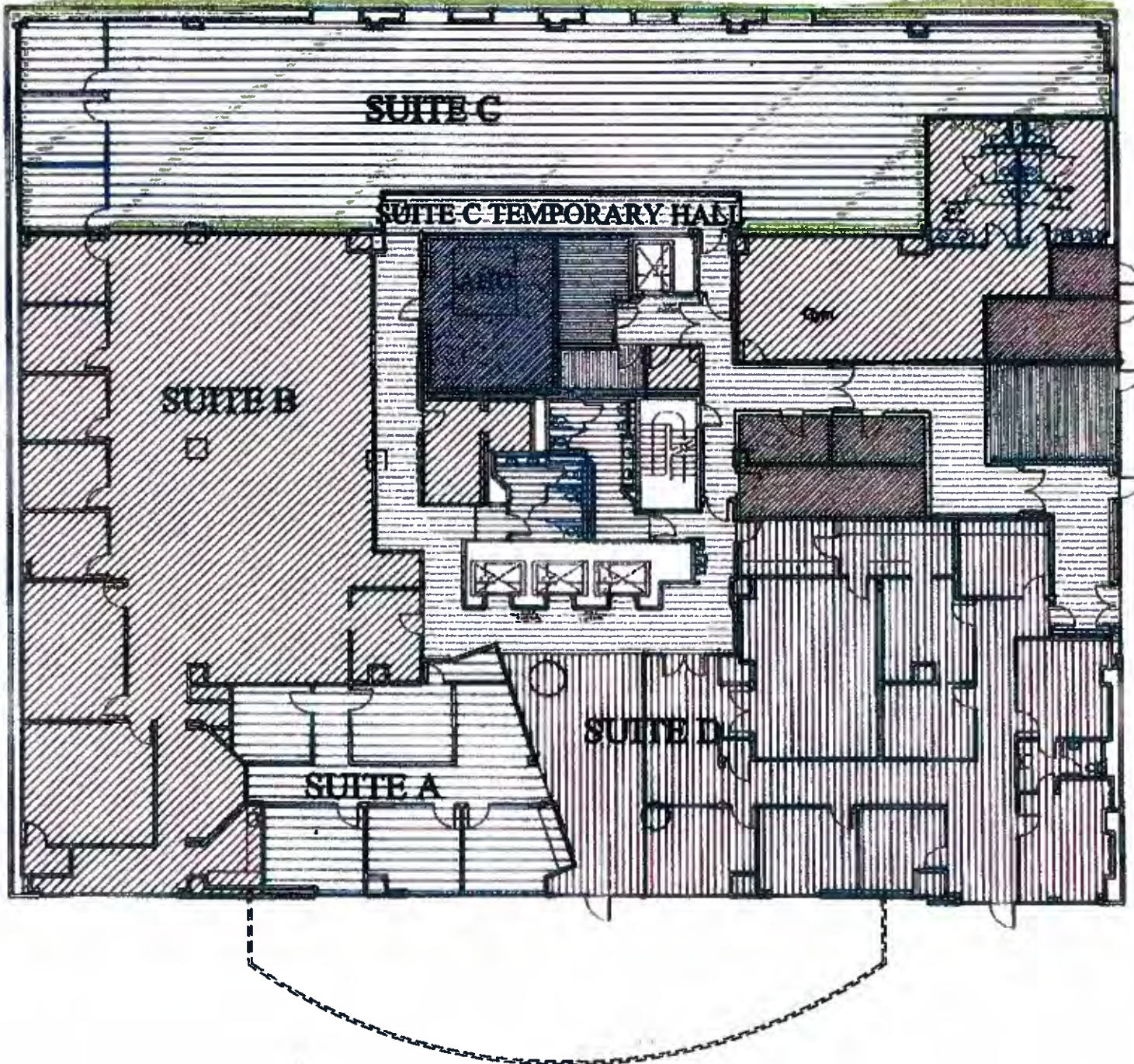
Cleaning Services: Full service janitorial – Monday through Friday, excluding holidays outlined in Standard Business Hours

Standard Business Hours:	Monday through Friday, 7:00 am to 7:00 pm except Holidays (New Year, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day). If any of the Holidays fall on Saturday or Sunday, Landlord shall specify the day of commemoration which shall be deemed a Holiday. 24-Hour building access is provided by magnetic Card Access
Security:	G4S Security guards are on duty Monday through Friday from 7:30 am to 7:00 pm. Saturday security presence is in the main lobby from 7:30 am through 2:00 pm. Daily security tours are conducted and validated via G4S Secure Trax system. State-of-the-Art day/night 15 CCTV Geovision cameras are located in strategic positions in and around the building and parking garage, including shipping and receiving area, entrance to the parking garage, building surface parking lot, covered walkway to building from garage and main entrance into the building. These cameras are monitored during these manned periods. Access to the building and parking garage is controlled via AS-MANAGER automated key-card system. Elevators can be floor restricted at tenant's discretion although there are no current restrictions in place during "normal business hours.
Amenities:	The Class A building is located in the heart of downtown Columbia, on the corner of Hampton and Main, three (3) blocks from the State Capital, accessible to all major transportation arteries. TD Bank is located on the plaza level of the building with an ATM located at the entrance. There is covered walkway access from the garage to the building. Reserved, secured parking is on-site with security and additional security patrol by City Center Partnership. Boyd Plaza is located at the entrance to the building and offers entertainment and special events throughout the year. The Columbia Museum of Art is a neighbor to the building and offers special art showings and events throughout the year. Exterior courtyard with seating and availability for corporate rental. On-site private fitness center at no additional charge for tenants. Tenant access is 24 hours with building access card. Landlord provides on-site Facilities Director and Landlord's property management team is available 24/7 and prides itself on a Rapid Response Program for maintenance and tenant needs. Information/courtesy desk located on plaza floor.
Signage:	Landlord will provide Tenant name and location in building in the building directory situated in the building lobby in the same style and size of all other tenants. All other interior signs shall be at the expense of the Tenant. No outside signs are permitted.
Additional information:	Please note that the office plan attached, reflects leased space showing two offices included.
Proposal:	This proposal is valid for thirty days.

Exhibit A - Suite Plan
Garden Level - 4,524 RSF +/-

1501 Main St. - Building Floorplan Update

Columbia, SC, 29201
Garden Level



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**LEASE PROPOSAL
For
Richland County**

For the property located at:
1730 Main Street
Columbia, SC 29201

Prepared by Jameika Cunningham, PMIC
Wilder Property Management

August 1, 2017

Richland County
2020 Hampton Street
Columbia, SC 29204

Mr. Kevin Bronson
Mr. Chad Fosnight

We are pleased to present this lease proposal to Richland County on behalf of Eddie Wilder, Landlord. The building located at 1730 Main Street was constructed in 1901 and has been a staple of business in Downtown Columbia. This office building provides flexibility, a well-designed floor plan, as well as a convenient location on Main Street. With 3 floors totaling 12,000 SF, on-site parking, multiple private offices and cubicle spaces, welcoming reception area, conference rooms and library, the building is adaptable and diverse for many different business needs.

Lease Option 1 (1st Floor only):

The 1st floor has 7 private offices that can be subdivided or shared and 5 cubicles, a conference room, 2 bathrooms, reception area, entrance from Main Street, as well as rear entry from parking lot.

- 5,000 SF
- \$19.50/SF net
- Base monthly rent: \$8,125.00
- Five (5) year lease
- Security Deposit: \$8,125.00
- 16 parking spaces

Lease Option 2 (Entire building):

In addition to the space on the 1st floor (from above), the 2nd floor has 9 private offices and 2 cubicles, 2 bathrooms, large meeting room (can be used as training room or library) with built in bookcases, and access to rear parking via stairs. The 3rd floor has 5 office spaces and 2 cubicles, conference room or subdivided, 2 bathrooms, and a break room/kitchen.

- 12,000 SF total for building
- \$17.00/SF net
- Base monthly rent: \$17,000.00
- Five (5) year lease
- Security Deposit: \$17,000.00
- 42 parking spaces

Additional Details:

- Equipment Room (internet and phone systems) are located on the 2nd floor. Wireless access is available and currently being used on the 1st and 2nd floors.
- Availability of furnishings will be determined and a fair lease price will be established
- Lease commencement date to be determined by both parties.

	1501 Main Street	1730 Main Street
Square Footage	4,524 Square Feet	5,000 Squire Feet
Base Rental Rate	\$18/SF	\$19.50/SF
Monthly Rental	\$6,786	\$8,125
Annual Rental	\$74,646	\$97,500
Concessions	1 month free rent	None
Tenant Improvements	Landlord replace carpet and paint. Office chairs and shelving can be used by tenant	None, office furniture would be an additional cost
Security Deposit	Waived	\$8,125
Parking	13 parking spaces	16 parking spaces
Utilities Rate	Included in rent	\$4,000/month
Janitorial Rate	Included in rent	Included in rent
Security Rate	Included in rent	Included in utility rate
Amenities	Adjacent parking garage, free on-site fitness center, 24/7 maintenance	Directly across from Judicial Center, on-site parking

Grand total Annual Rent	\$74,646	\$145,500
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** 1501 Main Street Annual Rental includes 1 month free

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

RESOLUTION

A RESOLUTION APPROVING THE 2017 ASSESSMENT ROLL FOR THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT, RICHLAND COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (“County Council”) of Richland County, South Carolina (“County”) by Ordinance No. 002-04HR enacted on March 2, 2004, authorized the creation of the Village at Sandhill Improvement District (“District”); and

WHEREAS, the County Council by Ordinance No. 003-04HR enacted on March 2, 2004, authorized and provided for the issuance and sale of not exceeding \$25,000,000 principal amount Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and approved the Assessment Report and the Rate and Method of Apportionment of Assessments (“Rate and Method of Apportionment”) including the Assessment Roll for the District; and

WHEREAS, the Rate and Method of Apportionment provides in Section F:

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel, including any adjustments to the Assessments as provided for in Section C, (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments as provided for in Section I and J, and (vii) any other changes to the Assessment Roll; and

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Amendment of the Assessment Roll for Imposition of Assessments in 2017 and Collection in 2018 dated September 22, 2017 (“2017 Assessment Roll”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL AS FOLLOWS:

1. The County hereby approves, confirms, and adopts the 2017 Assessment Roll as attached hereto.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

ADOPTED IN A MEETING DULY ASSEMBLED THIS ___ DAY OF _____, ____.

RICHLAND COUNTY COUNCIL

BY: _____
Chair

(Seal)

ATTEST this the ___ day of _____, ____.

Clerk of Council

**VILLAGE AT SANDHILL IMPROVEMENT DISTRICT
RICHLAND COUNTY, SOUTH CAROLINA**

**ANNUAL ASSESSMENT REPORT AND
AMENDMENT OF THE ASSESSMENT ROLL FOR
IMPOSITION OF ASSESSMENTS IN 2017 AND COLLECTION IN 2018**

Prepared By:

MUNICAP, INC.

Administrator of the Village at Sandhill Improvement District

September 22, 2017

**Village at Sandhill Improvement District
Richland County, South Carolina**

**Annual Assessment Report and
Amendment of the Assessment Roll for
Imposition of Assessments in 2017 and Collection in 2018**

INTRODUCTION

The Village at Sandhill Improvement District (the “District”) was created pursuant to an Ordinance that was adopted by the Richland County Council on March 2, 2004 (the “Assessment Ordinance”), wherein the District was created and certain assessments were authorized to be imposed and collected within the District (the “Assessments”). The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, in the amount of \$25,000,000 were issued pursuant to (i) the Bond Ordinance, which was enacted by the Richland County Council on March 2, 2004, (ii) the County Public Works Improvement Act, codified as Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended, and (iii) a Master Trust Indenture, dated as of March 1, 2004, as supplemented by a First Supplemental Indenture of Trust, dated as of March 1, 2004, each by and between Richland County (the “County”) and Regions Bank, as trustee. The bonds are to be repaid from Assessments levied on each parcel of assessed property in the Village at Sandhill Improvement District (the “District”).

The Assessments have been imposed on the assessed property within the District pursuant to the Assessment Ordinance. As detailed within the Assessment Ordinance (including the “Assessment Roll” and the “Rate and Method of Apportionment of Assessments”) the Assessments are equal to the interest and principal on the bonds and estimated administrative expenses related to the bonds. The Assessments are due and payable each year as the Annual Assessment. An Annual Credit may be applied to the Annual Assessment each year. The resulting amount is equal to the Annual Payment, which is to be collected from the assessed property in the District.

As indicated in the Rate and Method of Apportionment of Assessments, the Assessment Roll is to be amended each year to reflect “(i) the current parcels in the district, (ii) the names of the owners of the parcels, (iii) the Assessment for each parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.”

This report has been prepared to show the calculation of the 2017-2018 Annual Payment and to record the annual update of the Assessment Roll.

Capitalized but undefined terms used herein shall have the meaning as set forth in the Rate and Method of Apportionment of Assessments.

ANNUAL ASSESSMENT

The Annual Assessment is the portion of the Assessments due and payable each year on the Assessed Property with the District. The Annual Assessment imposed in 2017 for collection in 2018 is equal to \$1,708,679.00.

ANNUAL PAYMENT

The Annual Payment is the amount due and payable from the Assessed Property within the District each year and is equal to the Annual Assessment less the Annual Credit. The Annual Credit is described in the next section.

ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement.

ANNUAL REVENUE REQUIREMENT

The Annual Revenue Requirement is defined as follows:

For any given year, the sum of the following, (1) regularly scheduled debt service on the bonds to be paid from the Annual Payments; (2) periodic costs associated with such bonds, including but not limited to rebate payments and credit enhancements on the bonds; and (3) Administrative Expenses; less (a) any credits applied under the bond indenture, such as interest earnings on any account balances, and (b) any other funds available to the district that may be applied to the Annual Revenue Requirement.

Table A provides a summary of the Annual Revenue Requirement for the 2017-2018 assessment year. Each of these numbers is explained in the following sections.

Table A
Annual Revenue Requirement 2016-2017 Assessment Year

Interest payment on May 1, 2018	\$550,932.00
Interest payment on November 1, 2018	\$550,932.00
Principal payment on November 1, 2018	\$514,000.00
Total debt service payments	\$1,615,864.00
Administrative Expenses	\$49,000.00
Contingency	\$11,668.26
<i>Subtotal Expenses</i>	\$1,676,532.26
Reserve Fund investment income	(\$4,989.99)
Revenue Fund	(\$131,542.27)
<i>Subtotal Funds Available</i>	(\$136,532.26)
Annual Revenue Requirement	\$1,540,000.00

Debt Service

Debt service includes the semi-annual interest payments due on May 1, 2018 and November 1, 2018. The outstanding Series 2004 Bonds have been reduced to a current balance of \$18,256,000.00. The outstanding Series 2004 Bonds will be reduced on November 1, 2017 by a regularly scheduled principal payment in the amount of \$484,000.00 which will reduce the balance to \$17,772,000.00. Accordingly, each semi-annual interest payment on the Series 2004 Bonds is \$550,932.00 and represents interest at an annual coupon of 6.20 percent on the estimated

outstanding bonds of \$17,772,000.00. There is a scheduled principal payment of \$514,000.00 on the bonds on November 1, 2018. As a result, total debt service is \$1,615,864.00.

Administrative Expenses

Administrative Expenses generally include the fees of the trustee, the Administrator of the District (MuniCap, Inc.) and the County's legal counsel, plus additional County expenditures. The annual fee of the trustee is estimated to be \$3,500.00. The cost of the Administrator for calendar year 2018 is estimated to be \$20,000.00. The cost of the County's bond counsel for calendar year 2018 is estimated to be \$12,500.00. The County's additional expenditures for calendar year 2018 are estimated to be \$13,000.00. As a result, total Administrative Expenses for calendar year 2018 are estimated to be \$49,000.00.

Contingency

A contingency, equal to approximately 24 percent of the specifically estimated Administrative Expenses, has been added in the event of unanticipated Administrative Expenses.

Reserve Fund Investment Income

As of August 31, 2017, the Series 2004 Reserve Fund balance was \$811,401.71, which is equal to the current reserve requirement of \$809,998.00 plus \$1,403.71 of investment income. Proceeds in the Series 2004 Reserve Fund are currently earning approximately 0.59 percent per annum. Assuming the current yield and a Reserve Fund balance equal to the reserve requirement, investment income on the Series 2004 Reserve Fund through April 30, 2018 is estimated to equal \$3,586.28. The current amount of investment income, \$1,403.71, and the estimated amount of investment income through April 30, 2018 may be utilized to meet debt service payments in 2018. As such, it is estimated that \$4,989.99 of investment income will be available to pay debt service for the 2017-2018 assessment year.

Revenue Fund

As of August 31, 2017, the balance in the Series 2004 Revenue Fund was \$1,201,478.27. Through the remainder of calendar year 2017, it is estimated that Administrative Expenses of \$20,000.00 will be paid from the Revenue Fund. In addition, debt service expenses, including an interest payment and a principal payment on the Series 2004 Bonds, will be paid on November 1, 2017. The November 1, 2017 interest payment on the Series 2004 Bonds is \$565,936.00, which is equal to interest at 6.20 percent for six months on the current outstanding principal balance of \$18,256,000.00. The November 1, 2017 principal payment on the Series 2004 Bonds is \$484,000.00. As such, it is estimated that the necessary uses of the funds in the Revenue Fund equals \$1,069,936.00 ($\$20,000.00 + \$565,936.00 + \$484,000.00 = \$1,069,936.00$). As a result of these expected uses of funds, the Revenue Fund is estimated to have \$131,542.27 ($\$1,201,478.27 - \$1,069,936.00 = \$131,542.27$) available for the 2017-2018 assessment year.

CALCULATION OF THE ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement. A summary of the Annual Credit is shown in Table B below.

Table B
Annual Credit

	2017-18 Assessment Year
Annual Assessment	\$1,708,679.00
Annual Revenue Requirement	\$1,540,000.00
Annual Credit	\$168,679.00

CALCULATION OF THE ANNUAL PAYMENT

The Annual Payment each year is equal to the Annual Assessment less the Annual Credit. The calculation of the Annual Payment is shown in Table C below.

Table C
Annual Payment

	2017-18 Assessment Year
Annual Assessment	\$1,708,687.00
Annual Credit	\$168,679.00
Annual Payment	\$1,540,000.00

ALLOCATION OF THE ANNUAL ASSESSMENT AND ANNUAL PAYMENT

Both the Annual Assessment and Annual Payment are allocated to Parcels in the District pro rata in accordance with each Parcel's Principal Portion of Assessments (excluding the portion of the Parcel's Principal Portion of Assessments that has been billed in prior years and remains uncollected). Each Parcel's Annual Assessment and Annual Payment are shown on Appendix A-2, attached hereto.

UNCOLLECTED ANNUAL PAYMENT FROM PRIOR YEARS

The County reported on August 17, 2017 that all Annual Payments billed in tax year 2015 and before have been paid. The County reported on August 17, 2017 that as of July 31, 2017, \$149,992.62 of the 2016-2017 Annual Payment, billed in the 2016 tax year and due by January 15, 2017, remain uncollected. This total dollar amount is the sum of the 2016-2017 Annual Payment on nine separate Parcels, as shown in Table D below.

Table D
Unpaid Annual Payments from Prior Years

Parcel Identification	Owner	Amount
229110101	VAS FORUM III LLC	\$15,710.30
229110102	VAS FORUM III LLC	\$15,179.54
229000205	VILLAGE AT SANDHILL LLC	\$21,937.57
229000239	VILLAGE AT SANDHILL LLC	\$37,760.15
229000240	VILLAGE AT SANDHILL LLC	\$2,191.11
229000242	VILLAGE AT SANDHILL LLC	\$13,584.89
229000243	VILLAGE AT SANDHILL LLC	\$19,956.32
229000246	VILLAGE AT SANDHILL LLC	\$11,773.37
229000247	VILLAGE AT SANDHILL LLC	\$11,899.37
Total		\$149,992.62

AMENDMENT OF THE ASSESSMENT ROLL

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.

The required amendments to the Assessment Roll are explained below and shown in Appendix A-1 and Appendix A-2.

Apportionment of Assessments upon the Subdivision of a Parcel

According to the Rate and Method of Apportionment of Assessments, “Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Acres of each Parcel and the Assessment for the undivided Parcel prior to the subdivision. The allocation of the Assessment shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment of the new Parcel;
- B = the Assessment of the subdivided Parcel prior to the subdivision;
- C = the Equivalent Acres of the new Parcel; and
- D = the sum of the Equivalent Acres for all of the new Parcels that result from the subdivision.”

According to the Rate and Method of Apportionment of Assessments, Equivalent Acres are calculated by multiplying the estimated Net Acres by the appropriate factor. The appropriate factor to use is determined by the Class of the acreage. The Class of the acreage is determined by the expected use of the acreage (either retail, residential or office). This approach allows the assessment allocation to be based on “the value of the improvements contributed to each class of property,” as

explained in the March 29, 2004 Assessment Report. This approach is consistent with how the Assessments were initially allocated.

This report has been prepared to record the allocation of the Assessments pursuant to the formula and calculation of Equivalent Acres described above.

Since the last update to the Assessment Roll, Parcel R22900-02-09A was subdivided into four tracts of land, identified as Y1, Y3, Y4a and Y4b. Tract Y1 is now identified as R22911-02-02; tract Y3 is now identified as R22900-02-09A (same as the parent Parcel); tract Y4a has subsequently been combined with Parcel R22900-02-51; and tract Y4b is now identified as Parcel 22912-01-01. Table E below provides the estimated Net Acres and the calculation of each Parcel's Equivalent Units. The estimates of Net Acres have been prepared pursuant to the Rate and Method of Apportionment of Assessments and are based on information provided by the owner of the parent Parcel (this entity continues to own resulting tracts Y1, Y3 and Y4b as well).

Table E
Subdivision of Parcel R22900-02-09A

Parcel Identification Number	Tract	Gross Acres	Excluded Acres	Estimated Net Acres	Class	Factor	Equivalent Acres
R22911-02-02	Y1	22.200	(4.732)	17.468	3	0.55	9.607
R22900-02-09A	Y3	13.700	(4.498)	9.202	2	0.58	5.337
Combined into R22900-02-51	Y4a	5.890	(0.203)	5.687	2	0.58	3.298
R22912-01-01	Y4b	18.210	(4.924)	13.286	2	0.58	7.706
Total		60.000	(14.357)	45.643			25.948

The Assessments on Parcel R22900-02-09A prior to this subdivision, as well as the allocation of the Assessments to the resulting Parcels, are shown below in Table F. The allocation of Assessments has been calculated in accordance with the formulas above. The dollar amounts shown in Table F reflect the payment of the prior year Annual Payment (billed in 2016) for the parent Parcel (R22900-02-09A).

Table F
Allocation of Assessment for Subdivision of Parcel R22900-02-09A

Parcel Identification Number	Tract	Equiv. Acres	% of Total Equiv. Acres	Principal Portion of Assessments	Total Assessments
<u>Before Subdivisions</u>					
R22900-02-09A				\$2,024,178.04	\$3,646,180.17
<u>After Subdivisions</u>					
R22911-02-02	Y1	9.607	37.0%	\$749,432.65	\$1,349,963.50
R22900-02-09A	Y3	5.337	20.6%	\$416,334.14	\$749,948.50
Combined into R22900-02-51	Y4a	3.298	12.7%	\$257,273.75	\$463,430.79
R22912-01-01	Y4b	7.706	29.7%	\$601,137.50	\$1,082,837.38
Total		25.948	100.0%	\$2,024,178.04	\$3,646,180.17

In coordination with the subdivision described above, tract Y4a has been consolidated with Parcel R22900-02-51. In accordance with the Rate and Method of Apportionment of Assessments, the Assessments that have been allocated to tract Y4a from the subdivision described above have been added to Assessments already on Parcel R22900-02-51.

The County reported on August 11, 2016 that no other subdivisions occurred during calendar year 2016.

Prepayments of the Assessments

There have been no prepayments of the Assessments since the prior version of this report.

Other Amendments to the Assessment Roll

The updated Assessment Roll, consisting of Appendix A-1 and Appendix A-2, reflects(i) the current Parcels in the District, (ii) the names of the owners of the Parcels (as reported by the County on August 11, 2017), (iii) the Assessment for each Parcel (including any adjustments to the Assessments described above), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments (including the Mandatory Assessment Prepayment described above), and (vii) any other changes to the Assessment Roll.

SUMMARY

The current Parcels in the District, the names of the owners of those Parcels, the Assessment for each Parcel (including the adjustments to the Assessments), the Annual Payment to be collected from each Parcel for the 2017-2018 assessment year, the changes in the Annual Assessments and the effect of any prepayments of the Assessments are shown in the Annual Assessment Roll, as amended, in Appendices A-1 and A-2 attached hereto.

In order to comply with the County's billing requirements, the Annual Payment on each Parcel has been rounded to the nearest cent. As a result of rounding, the aggregate Annual Payment billed to all Parcels for the 2017-2018 assessment year equals \$1,540,000.06.

Appendix A-1

ASSESSMENT ROLL
ANNUAL ASSESSMENTS

Village of Sandhill Improvement District
Richland County, South Carolina

Bond Year Ending Nov 1,	Principal	Interest and Administrative Expenses	Annual Assessment	Annual Credit	Annual Payment
2004	\$0	\$1,008,472	\$1,008,472	\$1,008,472	\$0
2005	\$0	\$1,650,000	\$1,650,000	\$1,595,000	\$55,000
2006	\$0	\$1,555,450	\$1,555,450	\$95,450	\$1,460,000
2007	\$286,000	\$1,555,450	\$1,841,450	\$141,450	\$1,700,000
2008	\$305,000	\$1,537,718	\$1,842,718	\$142,718	\$1,700,000
2009	\$324,000	\$1,518,808	\$1,842,808	\$92,808	\$1,750,000
2010	\$343,000	\$1,498,720	\$1,841,720	\$51,720	\$1,790,000
2011	\$366,000	\$1,477,454	\$1,843,454	\$18,454	\$1,825,000
2012	\$385,000	\$1,454,762	\$1,839,762	\$0	\$1,839,762
2013	\$413,000	\$1,430,892	\$1,843,892	\$0	\$1,843,892
2014	\$437,000	\$1,405,286	\$1,842,286	\$0	\$1,842,286
2015	\$432,000	\$1,279,867	\$1,711,867	\$223,867	\$1,488,000
2016	\$458,000	\$1,253,083	\$1,711,083	\$0	\$1,711,083
2017	\$484,000	\$1,224,687	\$1,708,687	\$0	\$1,708,687
2018	\$514,000	\$1,194,679	\$1,708,679	\$168,679	\$1,540,000
2019	\$550,000	\$1,162,811	\$1,712,811		
2020	\$580,000	\$1,128,711	\$1,708,711		
2021	\$619,000	\$1,092,751	\$1,711,751		
2022	\$658,000	\$1,054,373	\$1,712,373		
2023	\$697,000	\$1,013,577	\$1,710,577		
2024	\$741,000	\$970,363	\$1,711,363		
2025	\$785,000	\$924,421	\$1,709,421		
2026	\$833,000	\$875,751	\$1,708,751		
2027	\$885,000	\$824,105	\$1,709,105		
2028	\$942,000	\$769,235	\$1,711,235		
2029	\$998,000	\$710,831	\$1,708,831		
2030	\$1,060,000	\$648,955	\$1,708,955		
2031	\$1,129,000	\$583,235	\$1,712,235		
2032	\$1,199,000	\$513,237	\$1,712,237		
2033	\$1,273,000	\$438,899	\$1,711,899		
2034	\$1,351,000	\$359,973	\$1,710,973		
2035	\$1,435,000	\$276,211	\$1,711,211		
2036	\$1,523,000	\$187,241	\$1,710,241		
Total	\$22,005,000	\$34,580,008	\$56,585,008	\$3,538,618	\$22,253,710

The principal amounts shown above reflect the actual principal payments to date and scheduled bond redemptions for future years but excludes the 2014 bond redemption from a mandatory assessment prepayment; see Appendix A-2 for the total amount of remaining Assessments and Principal Portion of Assessments, as well as each Parcel's remaining Assessment and Principal Portion of Assessments.

Village at Sandhill Improvement District

Appendix A-2

September 22, 2017 Special Assessment Roll

Tax Account Number	Owner (as reported by the County on August 11, 2017)	Total Assessment ¹	Principal Portion of Assessment ¹	2017-2018 Annual Assessment	2017-2018 Annual Credit	2017-2018 Annual Payment
R22900-02-05	Village at Sandhill, LLC	\$418,076.53	\$228,161.37	\$21,937.47	\$2,165.64	\$19,771.83
R22900-02-06	Plex Indoor Sports, LLC	\$1,300,770.84	\$709,883.56	\$68,254.55	\$6,738.02	\$61,516.53
R22900-02-07	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-08	Regal Cinemas, Inc.	\$1,337,184.33	\$729,755.88	\$70,165.25	\$6,926.64	\$63,238.61
R22900-02-09A ²	Village at Sandhill, LLC	\$749,948.50	\$416,334.14	\$40,030.08	\$3,951.73	\$36,078.35
R22900-02-09B	Village at Sandhill, LLC	\$556,317.24	\$303,604.94	\$29,191.29	\$2,881.73	\$26,309.56
R22900-02-10	HD Development of Maryland, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-11	VAS MOP, LLC	\$394,479.50	\$215,283.50	\$20,699.28	\$2,043.41	\$18,655.87
R22900-02-12	VAS MOP, LLC	\$378,295.72	\$206,451.36	\$19,850.08	\$1,959.58	\$17,890.50
R22900-02-13	Sandhill Columbia SC, LLC	\$2,186,832.47	\$1,193,443.43	\$114,748.31	\$11,327.83	\$103,420.48
R22900-02-14	Sandhill Columbia SC, LLC	\$981,141.30	\$535,448.72	\$51,482.82	\$5,082.33	\$46,400.49
R22900-02-15	CSMC 2006-C5 Retail, LLC	\$774,798.18	\$422,838.88	\$40,655.51	\$4,013.47	\$36,642.04
R22900-02-16	CSMC 2006-C5 Retail, LLC	\$1,238,058.71	\$675,659.00	\$64,963.89	\$6,413.17	\$58,550.72
R22900-02-17	CSMC 2006-C5 Retail, LLC	\$414,709.21	\$226,323.68	\$21,760.78	\$2,148.20	\$19,612.58
R22900-02-18	CSMC 2006-C5 Retail, LLC	\$461,237.56	\$251,716.10	\$24,202.23	\$2,389.22	\$21,813.01
R22900-02-19	CSMC 2006-C5 Retail, LLC	\$829,418.42	\$452,647.37	\$43,521.56	\$4,296.40	\$39,225.16
R22900-02-20	CSMC 2006-C5 Retail, LLC	\$155,768.83	\$85,009.38	\$8,173.56	\$806.89	\$7,366.68
R22900-02-21A	CSMC 2006-C5 Retail, LLC	\$1,610,285.52	\$878,798.31	\$84,495.52	\$8,341.31	\$76,154.21
R22900-02-21B	JC Penney Corporation, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-22	CSMC 2006-C5 Retail, LLC	\$161,837.74	\$88,321.44	\$8,492.01	\$838.32	\$7,653.69
R22900-02-23	Vas Forum II, LLC	\$1,268,403.29	\$692,219.27	\$66,556.14	\$6,570.35	\$59,985.79
R22900-02-24	VAS HG LL	\$347,951.14	\$189,891.09	\$18,257.83	\$1,802.39	\$16,455.43
R22900-02-26	Richland County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-27	VAS MOP, LLC	\$347,951.14	\$189,891.09	\$18,257.83	\$1,802.39	\$16,455.43
R22900-02-28	VAS MOP, LLC	\$279,170.10	\$152,354.48	\$14,648.72	\$1,446.11	\$13,202.61
R22900-02-33	Vas Outparcels II, LLC	\$432,915.95	\$236,259.85	\$22,716.13	\$2,242.51	\$20,473.62
R22900-02-34	GRG Investments, LLC	\$119,355.34	\$65,137.06	\$6,262.86	\$618.26	\$5,644.60
R22900-02-35	LACCBSC, LLC	\$1,238,058.71	\$675,659.00	\$64,963.89	\$6,413.17	\$58,550.72
R22900-02-36	Village at Sandhill Property Owners Ass.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-37	VAS Apartments, LLC	\$678,944.52	\$370,527.64	\$35,625.84	\$3,516.95	\$32,108.89

R22900-02-38	Columbia Commercial LLC	\$2,250,494.67	\$1,228,186.48	\$118,088.82	\$11,657.60	\$106,431.21
R22900-02-39	Village at Sandhill, LLC	\$719,616.05	\$392,723.75	\$37,759.97	\$3,727.62	\$34,032.34
R22900-02-40	Village at Sandhill, LLC	\$41,757.22	\$22,788.61	\$2,191.10	\$216.30	\$1,974.80
R22900-02-41	TMW and Associates, LLC	\$98,825.41	\$53,933.05	\$5,185.61	\$511.92	\$4,673.69
R22900-02-42	Saluda DAM LLC	\$258,894.75	\$141,289.39	\$13,584.82	\$1,341.08	\$12,243.74
R22900-02-43	Village at Sandhill, LLC	\$380,318.69	\$207,555.38	\$19,956.23	\$1,970.06	\$17,986.17
R22900-02-44	Village at Sandhill Property Owners Ass.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-46	Village at Sandhill, LLC	\$224,371.70	\$122,448.76	\$11,773.32	\$1,162.25	\$10,611.07
R22900-02-47	Village at Sandhill, LLC	\$226,772.82	\$123,759.15	\$11,899.31	\$1,174.69	\$10,724.62
R22900-02-48	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-49	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-50	718 Fashion, LLC	\$131,913.60	\$71,990.62	\$6,921.82	\$683.31	\$6,238.51
R22900-02-51	SBLP Columbia, LLC	\$833,974.62	\$459,494.58	\$44,179.91	\$4,361.39	\$39,818.52
R22900-02-52	Village at Sandhill, LLC	\$39,331.24	\$21,464.66	\$2,063.80	\$203.74	\$1,860.07
R22900-02-53	Village at Sandhill, LLC	\$103,426.60	\$56,444.10	\$5,427.04	\$535.75	\$4,891.29
R22900-02-54	Village at Sandhill, LLC	\$101,969.89	\$55,649.11	\$5,350.60	\$528.21	\$4,822.40
R22900-02-55	Village at Sandhill, LLC	\$99,056.46	\$54,059.14	\$5,197.73	\$513.11	\$4,684.61
R22900-02-56	Village at Sandhill, LLC	\$56,811.79	\$31,004.51	\$2,981.05	\$294.29	\$2,686.76
R22900-02-57	Village at Sandhill, LLC	\$217,050.18	\$118,453.11	\$11,389.14	\$1,124.32	\$10,264.82
R22900-02-58	Village at Sandhill, LLC	\$403,509.40	\$220,211.49	\$21,173.10	\$2,090.19	\$19,082.91
R22900-02-61	Columbia Commercial LLC	\$320,107.47	\$174,695.67	\$16,796.80	\$1,658.16	\$15,138.64
R22900-02-62	Columbia Commercial LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22908-06-01	Richland County School District Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-01-01	VAS Forum III, LLC	\$299,399.82	\$163,394.66	\$15,710.22	\$1,550.90	\$14,159.33
R22911-01-02	Palmetto Utilites, Inc.	\$289,284.96	\$157,874.57	\$15,179.47	\$1,498.50	\$13,680.97
R22911-02-01	Richland County School District Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-02-02	Village at Sandhill, LLC	\$1,349,963.50	\$749,432.65	\$72,057.15	\$7,113.41	\$64,943.74
R22912-01-01	Village at Sandhill, LLC	\$1,082,837.38	\$601,137.50	\$57,798.73	\$5,705.83	\$52,092.90
R22982-01-01	Columbia Commercial LLC	\$21,855.64	\$11,927.51	\$1,146.82	\$113.21	\$1,033.60
R22982-01-02	Columbia Commercial LLC	\$22,617.99	\$12,343.56	\$1,186.82	\$117.16	\$1,069.66
R22982-02-01	Vas Scu, LLC	\$2,425.48	\$1,323.68	\$127.27	\$12.56	\$114.71
R22982-02-02	Redus One LLC	\$2,425.48	\$1,323.68	\$127.27	\$12.56	\$114.71
R22982-02-03	Redus One LLC	\$2,019.03	\$1,101.87	\$105.94	\$10.46	\$95.48
R22982-02-04	Redus One LLC	\$2,221.15	\$1,212.17	\$116.55	\$11.51	\$105.04
R22982-02-05	Redus One LLC	\$2,221.15	\$1,212.17	\$116.55	\$11.51	\$105.04
R22982-02-06	Redus One LLC	\$1,994.86	\$1,088.68	\$104.68	\$10.33	\$94.34
R22982-02-07	Redus One LLC	\$2,423.28	\$1,322.48	\$127.16	\$12.55	\$114.60
R22982-02-08	Redus One LLC	\$2,491.39	\$1,359.65	\$130.73	\$12.91	\$117.82

R22982-02-09	Redus One LLC	\$3,260.33	\$1,779.30	\$171.08	\$16.89	\$154.19
R22982-02-10	Redus One LLC	\$2,423.28	\$1,322.48	\$127.16	\$12.55	\$114.60
R22982-02-11	Redus One LLC	\$1,994.86	\$1,088.68	\$104.68	\$10.33	\$94.34
R22982-02-12	Redus One LLC	\$2,221.15	\$1,212.17	\$116.55	\$11.51	\$105.04
R22982-02-13	Redus One LLC	\$2,221.15	\$1,212.17	\$116.55	\$11.51	\$105.04
R22982-02-14	Redus One LLC	\$2,016.84	\$1,100.67	\$105.83	\$10.45	\$95.38
R22982-02-15	Redus One LLC	\$2,425.48	\$1,323.68	\$127.27	\$12.56	\$114.71
R22982-02-16	Redus One LLC	\$1,643.35	\$896.84	\$86.23	\$8.51	\$77.72
R22982-03-01	Redus One LLC	\$2,425.48	\$1,323.68	\$127.27	\$12.56	\$114.71
R22982-03-02	Redus One LLC	\$2,425.48	\$1,323.68	\$127.27	\$12.56	\$114.71
R22982-03-03	Redus One LLC	\$2,019.03	\$1,101.87	\$105.94	\$10.46	\$95.48
R22982-03-04	Redus One LLC	\$2,221.15	\$1,212.17	\$116.55	\$11.51	\$105.04
R22982-03-05	Redus One LLC	\$2,221.15	\$1,212.17	\$116.55	\$11.51	\$105.04
R22982-03-06	Redus One LLC	\$1,994.86	\$1,088.68	\$104.68	\$10.33	\$94.34
R22982-03-07	Redus One LLC	\$2,423.28	\$1,322.48	\$127.16	\$12.55	\$114.60
R22982-03-08	Bass Machalis S ETAL	\$2,491.39	\$1,359.65	\$130.73	\$12.91	\$117.82
R22982-03-09	Redus One LLC	\$3,260.33	\$1,779.30	\$171.08	\$16.89	\$154.19
R22982-03-10	Redus One LLC	\$2,423.28	\$1,322.48	\$127.16	\$12.55	\$114.60
R22982-03-11	Mofor, Achu	\$1,994.86	\$1,088.68	\$104.68	\$10.33	\$94.34
R22982-03-12	Redus One LLC	\$2,221.15	\$1,212.17	\$116.55	\$11.51	\$105.04
R22982-03-13	Redus One LLC	\$2,221.15	\$1,212.17	\$116.55	\$11.51	\$105.04
R22982-03-14	Redus One LLC	\$2,019.03	\$1,101.87	\$105.94	\$10.46	\$95.48
R22982-03-15	Redus One LLC	\$2,425.48	\$1,323.68	\$127.27	\$12.56	\$114.71
R22982-03-16	Vas Scu, LLC	\$1,643.35	\$896.84	\$86.23	\$8.51	\$77.72
R22982-04-01	Columbia Commercial LLC	\$22,763.53	\$12,422.99	\$1,194.46	\$117.92	\$1,076.54
R22982-04-02	Columbia Commercial LLC	\$20,066.31	\$10,951.00	\$1,052.93	\$103.94	\$948.98
R22982-05-01	Redus One LLC	\$2,479.38	\$1,353.10	\$130.10	\$12.84	\$117.26
R22982-05-02	Redus One LLC	\$2,479.38	\$1,353.10	\$130.10	\$12.84	\$117.26
R22982-05-03	Redus One LLC	\$2,063.90	\$1,126.35	\$108.30	\$10.69	\$97.61
R22982-05-04	Redus One LLC	\$2,270.51	\$1,239.11	\$119.14	\$11.76	\$107.38
R22982-05-05	Redus One LLC	\$2,270.51	\$1,239.11	\$119.14	\$11.76	\$107.38
R22982-05-06	Redus One LLC	\$2,039.20	\$1,112.87	\$107.00	\$10.56	\$96.44
R22982-05-07	Redus One LLC	\$2,477.12	\$1,351.87	\$129.98	\$12.83	\$117.15
R22982-05-08	Redus One LLC	\$2,546.75	\$1,389.86	\$133.63	\$13.19	\$120.44
R22982-05-09	Redus One LLC	\$3,355.25	\$1,831.09	\$176.06	\$17.38	\$158.68
R22982-05-10	Redus One LLC	\$2,477.12	\$1,351.87	\$129.98	\$12.83	\$117.15
R22982-05-11	Redus One LLC	\$2,039.20	\$1,112.87	\$107.00	\$10.56	\$96.44

R22982-05-12	Redus One LLC	\$2,270.51	\$1,239.11	\$119.14	\$11.76	\$107.38
R22982-05-13	Redus One LLC	\$2,270.51	\$1,239.11	\$119.14	\$11.76	\$107.38
R22982-05-14	Redus One LLC	\$2,063.90	\$1,126.35	\$108.30	\$10.69	\$97.61
R22982-05-15	Redus One LLC	\$2,479.38	\$1,353.10	\$130.10	\$12.84	\$117.26
R22982-05-16	Redus One LLC	\$1,679.87	\$916.77	\$88.15	\$8.70	\$79.44
R22982-06-01	Redus One LLC	\$2,479.38	\$1,353.10	\$130.10	\$12.84	\$117.26
R22982-06-02	Redus One LLC	\$2,479.38	\$1,353.10	\$130.10	\$12.84	\$117.26
R22982-06-03	Redus One LLC	\$2,063.90	\$1,126.35	\$108.30	\$10.69	\$97.61
R22982-06-04	Redus One LLC	\$2,270.51	\$1,239.11	\$119.14	\$11.76	\$107.38
R22982-06-05	Redus One LLC	\$2,270.51	\$1,239.11	\$119.14	\$11.76	\$107.38
R22982-06-06	Redus One LLC	\$2,039.20	\$1,112.87	\$107.00	\$10.56	\$96.44
R22982-06-07	Redus One LLC	\$2,477.12	\$1,351.87	\$129.98	\$12.83	\$117.15
R22982-06-08	Redus One LLC	\$2,546.75	\$1,389.86	\$133.63	\$13.19	\$120.44
R22982-06-09	Redus One LLC	\$3,332.78	\$1,818.84	\$174.88	\$17.26	\$157.62
R22982-06-10	Redus One LLC	\$2,477.12	\$1,351.87	\$129.98	\$12.83	\$117.15
R22982-06-11	Redus One LLC	\$2,039.20	\$1,112.87	\$107.00	\$10.56	\$96.44
R22982-06-12	Redus One LLC	\$2,270.51	\$1,239.11	\$119.14	\$11.76	\$107.38
R22982-06-13	Redus One LLC	\$2,270.51	\$1,239.11	\$119.14	\$11.76	\$107.38
R22982-06-14	Redus One LLC	\$2,063.90	\$1,126.35	\$108.30	\$10.69	\$97.61
R22982-06-15	Redus One LLC	\$2,479.38	\$1,353.10	\$130.10	\$12.84	\$117.26
R22982-06-16	Redus One LLC	\$1,679.87	\$916.77	\$88.15	\$8.70	\$79.44
R22982-07-01	Columbia Commercial LLC	\$14,762.70	\$8,056.61	\$774.63	\$76.47	\$698.16
R22982-07-02	Columbia Commercial LLC	\$13,782.62	\$7,521.74	\$723.21	\$71.39	\$651.81
R22982-08-01	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-08-02	Redus One LLC	\$1,861.68	\$1,016.00	\$97.69	\$9.64	\$88.04
R22982-08-03	Redus One LLC	\$1,577.05	\$860.66	\$82.75	\$8.17	\$74.58
R22982-08-04	Redus One LLC	\$1,718.60	\$937.91	\$90.18	\$8.90	\$81.28
R22982-08-05	Redus One LLC	\$1,718.60	\$937.91	\$90.18	\$8.90	\$81.28
R22982-08-06	Redus One LLC	\$1,557.05	\$849.74	\$81.70	\$8.07	\$73.64
R22982-08-07	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-08-08	Redus One LLC	\$1,901.68	\$1,037.83	\$99.79	\$9.85	\$89.94
R22982-08-09	Redus One LLC	\$2,480.19	\$1,353.54	\$130.14	\$12.85	\$117.29
R22982-08-10	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-08-11	Redus One LLC	\$1,557.05	\$849.74	\$81.70	\$8.07	\$73.64
R22982-08-12	Redus One LLC	\$1,718.60	\$937.91	\$90.18	\$8.90	\$81.28
R22982-08-13	Redus One LLC	\$1,718.60	\$937.91	\$90.18	\$8.90	\$81.28
R22982-08-14	Vas Condominium, LLC	\$1,577.05	\$860.66	\$82.75	\$8.17	\$74.58

R22982-08-15	Vas Condominium, LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-08-16	Vas Condominium, LLC	\$1,312.41	\$716.24	\$68.87	\$6.80	\$62.07
R22982-09-01	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-09-02	Redus One LLC	\$1,861.68	\$1,016.00	\$97.69	\$9.64	\$88.04
R22982-09-03	Redus One LLC	\$1,577.05	\$860.66	\$82.75	\$8.17	\$74.58
R22982-09-04	Redus One LLC	\$1,718.60	\$937.91	\$90.18	\$8.90	\$81.28
R22982-09-05	Redus One LLC	\$1,718.60	\$937.91	\$90.18	\$8.90	\$81.28
R22982-09-06	Redus One LLC	\$1,557.05	\$849.74	\$81.70	\$8.07	\$73.64
R22982-09-07	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-09-08	Redus One LLC	\$1,901.68	\$1,037.83	\$99.79	\$9.85	\$89.94
R22982-09-09	Redus One LLC	\$2,480.19	\$1,353.54	\$130.14	\$12.85	\$117.29
R22982-09-10	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-09-11	Redus One LLC	\$1,557.05	\$849.74	\$81.70	\$8.07	\$73.64
R22982-09-12	Redus One LLC	\$1,718.60	\$937.91	\$90.18	\$8.90	\$81.28
R22982-09-13	Redus One LLC	\$1,718.60	\$937.91	\$90.18	\$8.90	\$81.28
R22982-09-14	Redus One LLC	\$1,577.05	\$860.66	\$82.75	\$8.17	\$74.58
R22982-09-15	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-09-16	Redus One LLC	\$1,312.41	\$716.24	\$68.87	\$6.80	\$62.07
R22982-10-01	Redus One LLC	\$1,849.38	\$1,009.28	\$97.04	\$9.58	\$87.46
R22982-10-02	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-10-03	Redus One LLC	\$1,577.05	\$860.66	\$82.75	\$8.17	\$74.58
R22982-10-04	Redus One LLC	\$2,403.26	\$1,311.56	\$126.11	\$12.45	\$113.66
R22982-10-05	Redus One LLC	\$2,403.26	\$1,311.56	\$126.11	\$12.45	\$113.66
R22982-10-06	Redus One LLC	\$1,557.05	\$849.74	\$81.70	\$8.07	\$73.64
R22982-10-07	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-10-08	Redus One LLC	\$2,720.21	\$1,484.53	\$142.74	\$14.09	\$128.65
R22982-10-09	Redus One LLC	\$3,434.11	\$1,874.14	\$180.20	\$17.79	\$162.41
R22982-10-10	Redus One LLC	\$1,849.38	\$1,009.28	\$97.04	\$9.58	\$87.46
R22982-10-11	Redus One LLC	\$1,557.05	\$849.74	\$81.70	\$8.07	\$73.64
R22982-10-12	Redus One LLC	\$2,395.58	\$1,307.36	\$125.70	\$12.41	\$113.29
R22982-10-13	Redus One LLC	\$2,395.58	\$1,307.36	\$125.70	\$12.41	\$113.29
R22982-10-14	Redus One LLC	\$1,577.05	\$860.66	\$82.75	\$8.17	\$74.58
R22982-10-15	Redus One LLC	\$1,850.92	\$1,010.12	\$97.12	\$9.59	\$87.53
R22982-10-16	Redus One LLC	\$1,310.87	\$715.40	\$68.78	\$6.79	\$61.99
R22982-11-01	Redus One LLC	\$14,066.68	\$7,676.76	\$738.11	\$72.87	\$665.25
R22982-11-02	Redus One LLC	\$13,876.15	\$7,572.78	\$728.11	\$71.88	\$656.24
R22982-12-01	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13

R22982-12-02	Redus One LLC	\$1,874.32	\$1,022.89	\$98.35	\$9.71	\$88.64
R22982-12-03	Redus One LLC	\$1,587.75	\$866.50	\$83.31	\$8.22	\$75.09
R22982-12-04	Redus One LLC	\$1,730.26	\$944.27	\$90.79	\$8.96	\$81.83
R22982-12-05	Redus One LLC	\$1,730.26	\$944.27	\$90.79	\$8.96	\$81.83
R22982-12-06	Redus One LLC	\$1,567.61	\$855.51	\$82.26	\$8.12	\$74.14
R22982-12-07	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-12-08	Redus One LLC	\$1,914.60	\$1,044.87	\$100.46	\$9.92	\$90.55
R22982-12-09	Redus One LLC	\$2,497.03	\$1,362.73	\$131.02	\$12.93	\$118.09
R22982-12-10	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-12-11	Redus One LLC	\$1,567.61	\$855.51	\$82.26	\$8.12	\$74.14
R22982-12-12	Redus One LLC	\$1,730.26	\$944.27	\$90.79	\$8.96	\$81.83
R22982-12-13	Redus One LLC	\$1,730.26	\$944.27	\$90.79	\$8.96	\$81.83
R22982-12-14	Redus One LLC	\$1,587.75	\$866.50	\$83.31	\$8.22	\$75.09
R22982-12-15	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-12-16	Redus One LLC	\$1,321.31	\$721.10	\$69.33	\$6.84	\$62.49
R22982-13-01	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-13-02	Redus One LLC	\$1,874.32	\$1,022.89	\$98.35	\$9.71	\$88.64
R22982-13-03	Redus One LLC	\$1,587.75	\$866.50	\$83.31	\$8.22	\$75.09
R22982-13-04	Redus One LLC	\$1,730.26	\$944.27	\$90.79	\$8.96	\$81.83
R22982-13-05	Redus One LLC	\$1,730.26	\$944.27	\$90.79	\$8.96	\$81.83
R22982-13-06	Redus One LLC	\$1,567.61	\$855.51	\$82.26	\$8.12	\$74.14
R22982-13-07	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-13-08	Redus One LLC	\$1,914.60	\$1,044.87	\$100.46	\$9.92	\$90.55
R22982-13-09	Redus One LLC	\$2,497.03	\$1,362.73	\$131.02	\$12.93	\$118.09
R22982-13-10	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-13-11	Redus One LLC	\$1,567.61	\$855.51	\$82.26	\$8.12	\$74.14
R22982-13-12	Redus One LLC	\$1,730.26	\$944.27	\$90.79	\$8.96	\$81.83
R22982-13-13	Redus One LLC	\$1,730.26	\$944.27	\$90.79	\$8.96	\$81.83
R22982-13-14	Redus One LLC	\$1,587.75	\$866.50	\$83.31	\$8.22	\$75.09
R22982-13-15	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-13-16	Redus One LLC	\$1,321.31	\$721.10	\$69.33	\$6.84	\$62.49
R22982-14-01	Redus One LLC	\$1,861.92	\$1,016.13	\$97.70	\$9.64	\$88.05
R22982-14-02	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-14-03	Redus One LLC	\$1,587.75	\$866.50	\$83.31	\$8.22	\$75.09
R22982-14-04	Redus One LLC	\$2,419.58	\$1,320.46	\$126.96	\$12.53	\$114.43
R22982-14-05	Redus One LLC	\$2,419.58	\$1,320.46	\$126.96	\$12.53	\$114.43
R22982-14-06	Redus One LLC	\$1,567.61	\$855.51	\$82.26	\$8.12	\$74.14

R22982-14-07	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-14-08	Redus One LLC	\$2,738.67	\$1,494.61	\$143.70	\$14.19	\$129.52
R22982-14-09	Redus One LLC	\$3,457.42	\$1,886.86	\$181.42	\$17.91	\$163.51
R22982-14-10	Redus One LLC	\$1,861.92	\$1,016.13	\$97.70	\$9.64	\$88.05
R22982-14-11	Redus One LLC	\$1,567.61	\$855.51	\$82.26	\$8.12	\$74.14
R22982-14-12	Redus One LLC	\$2,411.83	\$1,316.23	\$126.55	\$12.49	\$114.06
R22982-14-13	Redus One LLC	\$2,411.83	\$1,316.23	\$126.55	\$12.49	\$114.06
R22982-14-14	Redus One LLC	\$1,587.75	\$866.50	\$83.31	\$8.22	\$75.09
R22982-14-15	Redus One LLC	\$1,863.48	\$1,016.97	\$97.78	\$9.65	\$88.13
R22982-14-16	Redus One LLC	\$1,319.76	\$720.25	\$69.25	\$6.84	\$62.41
R23000-05-01	First Citizens Bank & Trust	\$333,790.34	\$182,162.97	\$17,514.77	\$1,729.04	\$15,785.73
R23000-05-02	Branch Sandhill Associates LP	\$2,463,979.60	\$1,344,693.89	\$129,290.88	\$12,763.46	\$116,527.42
R23000-05-03	Redus One LLC	\$250,848.50	\$136,898.23	\$13,162.62	\$1,299.40	\$11,863.22
R23000-05-04	VAS OP 19 LLC	\$74,849.96	\$40,848.67	\$3,927.56	\$387.72	\$3,539.83
R23000-05-05	VAS MOP, LLC	\$465,283.50	\$253,924.13	\$24,414.53	\$2,410.18	\$22,004.36
R23000-05-06	VAS MOP, LLC	\$250,848.50	\$136,898.23	\$13,162.62	\$1,299.40	\$11,863.22
Total		\$32,500,528.81	\$17,771,169.78	\$1,708,679.00	\$168,679.00	\$1,540,000.00

¹ The amounts indicated exclude any prior year, unpaid Annual Payments (as of July 31, 2017, the 2016-2017 Annual Payment was outstanding for nine parcels).



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Donnell PETERSON

Home Address: 212 EISTOW TROAD Irmo, SC. 29063

Telephone: (home) 803.814.0823 (work) 803.608.5837-cell

Office Address: 425 N. BRICKYARD ROAD Columbia, SC. 29223

Email Address: dministries62@gmail.com

Educational Background: High School, College

Professional Background: MUSIC, Ministry, Sales, Facilitator of Leadership Development.

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Community Relations Council

Reason for interest: _____

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

Self motivated, Detail Oriented, Advocate for Community Involvement, and Improvement, Strengthening, and developing leaders

Presently serve on any County Committee, Board or Commission? NONE

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Flexible

CONFLICT OF INTEREST POLICY

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

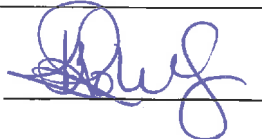

Applicant's Signature

5/26/2017
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>5-30-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



About Our Pastor...

Pastor Donnell Peterson is a native of Sumter, SC and a former resident of Atlanta, GA. He accepted his call to ministry in December 1994 at Shady Oak Baptist Church in Greenville, South Carolina. Upon relocating to Charlotte, North Carolina, Pastor Peterson became affiliated with Mt. Calvary Holy Churches of America Inc., Concord, North Carolina, where he received intensive ministerial training and development. He also received intensive leadership and ministry training at New Covenant Christian Ministries in Atlanta (Lithonia), Georgia, where he was a member.

Pastor Peterson has ministered at numerous conferences, revivals, and worship services throughout the United States and the Caribbean (Trinidad and Barbados). Pastor Peterson's desire to proclaim God's Word in a more excellent way has compelled him to meet the needs of mankind through the Word of God with simplicity, humor, revelation and profoundness.

Pastor Peterson serves as Senior Leader at City of Praise Church, Columbia, South Carolina, former Director of Worship Arts Ministry, and Associate Minister at Mt. Pleasant Baptist Church, Cayce, South Carolina, Founder and CEO of Donnell Peterson Ministries Inc., former Senior Leader of Calvary Harvest Church-Charlotte, North Carolina, Mt. Calvary Holy Church-Greensboro, North Carolina, founder and former Pastor of Grace Restoration Worship Center, Atlanta, GA, former Executive Administrator for Explosion Ministries Fellowship Association of Churches, Executive Pastor at Bread of Life Christian Church, and former Georgia State Jurisdictional Overseer for the Mount Calvary Holy Churches of America, Inc.

Pastor Peterson is married to Audeiss Benet Peterson. God has blessed them with three children, Whitney, Kyle, Kelsey a granddaughter, Cadence and a grandson Knowledge Peterson

Pastor Peterson is also an accomplished vocalist, music administrator, and music consultant who has served and performed in various capacities throughout his music career.

He has founded four choirs and music organizations, namely the New Testament Chorale (Atlanta, GA), Malachi Chorale (Greenville, SC), Faith Music Ministries (Atlanta, GA), MusiConcepts (Atlanta, GA), and Rhema Music Group of Greensboro, NC

An accomplished vocalist who started his singing career as a child, Pastor Peterson has performed in concerts with Shirley Caesar, the late Rev. James Cleveland, The Clark Sisters, Richard Odom (A.L. Jinwright Mass Choir), and David Allen. He has performed as background vocalists for the late Thomas Whitfield, Yolanda Adams, Vanessa Bell Armstrong, Pastor Daryl Coley, Shana Wilson, Grammy Award winning Fred Hammond, Bishop Paul Morton, and most recently Min. Byron Cage.

Pastor Peterson also participated in the National Day of Prayer 2012, in Washington DC.

Having received his education from South Carolina State University in Orangeburg, South Carolina in the area of Music Education, Pastor Peterson has received formal training in music theory and vocal performance and choral directing. He also pursued Biblical Studies at Carolina Evangelical Institute, High Point, North Carolina and Pastoral Management and Christian Leadership studies at Liberty University, Lynchburg, Virginia.

His music training and choral directing have been augmented with accounting, marketing sales, and theology, making for a well-rounded Pastor, musician and businessperson.



HENRY McMASTER
GOVERNOR

April 8, 2017

Pastor Donnell Peterson
City of Praise Church
425 North Brickyard Road NE
Columbia, South Carolina 29223

Dear Pastor Peterson,

Congratulations on your installation as Pastor of City of Praise Church in Columbia! You have dedicated your life to making a difference for others, inspiring them through your strong faith and commitment to Christian values. I am confident your contributions to your congregation at City of Praise will continue to enrich the community and all of South Carolina.

Peggy and I join your family and friends in wishing you the best for a memorable celebration.

Yours very truly,

A handwritten signature in black ink, appearing to read "Henry McMaster".

Henry McMaster

HM/kt

Leon Joe Howard

District No. 76 - Richland County
2425 Barhamville Road
Columbia, SC 29204



425 Blatt Building
Columbia, SC 29211

Tel. (803) 734-3046

Committees:

Medical, Military, Public and
Municipal Affairs, Chairman

House of Representatives
State of South Carolina

April 3, 2017

Mr. Donnell Peterson
Pastor
City of Praise Church
425 North Brickyard Road
Columbia, SC 29223

Dear Pastor Peterson,

It is with great pleasure that I take this opportunity to congratulate you on your installation as Pastor of City of Praise Church. First Corinthians chapter 15 and verse 58 reminds us to not give up when the "going gets tough", ***With all this going for us, my dear, dear friends, stand your ground. And don't hold back. Throw yourselves into the work of the Master, confident that nothing you do for him is a waste of time or effort.***

I praise God for the work that you and the congregation at City of Praise will do in the community and surrounding areas and I look forward to working with you.

Peace and Blessings,

A handwritten signature in cursive script that reads "Leon Howard".

Leon Howard
House District 76

LH:sgf



City of Columbia
A Proclamation of Pastor Donnell Peterson

WHEREAS, Pastor Donnell Peterson serves as Senior Leader of City of Praise Church in the City of Columbia; and

WHEREAS, Pastor Peterson, a leader and man of God, has ministered at numerous conferences, revivals, and worship services throughout the United States and the Caribbean; and

WHEREAS, he is an accomplished vocalist, music administrator and music consultant who has served and performed in various capacities throughout his music career; and

WHEREAS, he has had a profound impact on the community and the City of Columbia through his ministry and music.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 8, 2017 to be

Pastor Donnell Peterson Day

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Tameika Isaac Devine
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member



Sam Davis
District I, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Daniel Rickenmann
District IV, Council Member

South Carolina State University

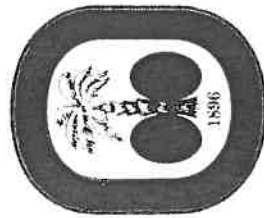
Orangeburg, South Carolina

The Board of Trustees, President James E. Clark,
Faculty, Staff, and Students Extend Congratulations to

Pastor Donnell Peterson

Upon your appointment as the visionary leader and dynamic pastor of the City of Praise Church. The University stands ready to partner with you as you advance purpose driven, spiritually inspired, spiritually empowered and anointed ministries and missions to address the social, spiritual, and socioeconomic needs of the parishioners of City of Praise and the citizens of greater Columbia.

GIVEN THIS 8TH DAY OF APRIL, 2017



A handwritten signature in black ink that reads 'James E. Clark'.

James E. Clark
President

Holy Spirit



*Mount Pleasant Baptist Church
of Cayce, Incorporated
1804 Wilkinson Street
Cayce, South Carolina 29033
Phone (803) 791-8205 Fax (803) 794-1263
Rev. Dr. Danny C. Swilley, Pastor*

Saturday, April 8, 2017

Dear Rev. Donnell Peterson,

Greetings in the precious name of Jesus the Christ, our Risen Lord and Saviour!

It is my pleasure, to congratulate you on your installation as Pastor of The City of Praise Church. I am certain that this celebration today will be fulfilling and a wonderful time of praise and commitment.

May God bless your leadership with wisdom, may Christ fill you with compassion and may the Holy Spirit sustain you on the journey.

Once again, blessings for your continuing vigorous leadership at The City of Praise and congratulations on your installation.

Yours in Christ,


Rev. Dr. Danny C. Swilley

*"O Worship The Lord In The Beauty Of Holiness"
Psalms 96:9*



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Jeff Stallings

Home Address: 212 Wrenfield Lane ~~Address~~ Blythewood SC 29016

Telephone: (home) (803) 553-0002 (work) (803) 553-0002

Office Address: 600 East Killian Rd. Columbia, SC 29229

Email Address: jeff@mobileattic.net

Educational Background: IMBA (International Masters of Business Administration) USC

Professional Background: Owner of Mobile Attic Columbia, Greenville and Charleston

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I have lived in Columbia since 1994 and I care a great deal for this community. I see the need for continued unity and to embrace our diversity.

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

School Fundraising-5 yrs, COO Mobile Attic Corporate, Member of C12-6.5 yrs. Thirst for learning and reading. Successful Small Business owner in the community and state.

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

Any other information you wish to give? I want to play a role in helping bring folks together

Recommended by Council Member(s): _____

Hours willing to commit each month: 5 hours

CONFLICT OF INTEREST POLICY

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

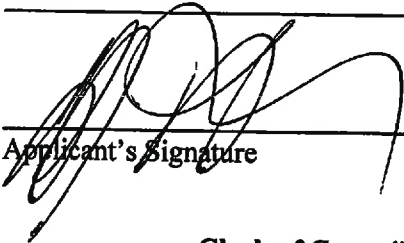
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____

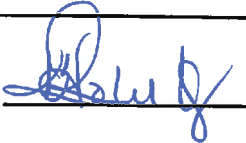

Applicant's Signature

6/23/17
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>6-23-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Roger Sears

Home Address: 747 Poinsettia Street Columbia, SC 29205

Telephone: (home) (843) 819-2089 (work) (803) 726-6147

Office Address: 201 Arbor Lake Drive Columbia, SC 29223

Email Address: SearsR@RCgov.us

Educational Background: B.S. Civil Engineering, University of South Carolina

Professional Background: 10 years' experience in engineering and management at the private, state and county level (resume can be provided upon request)

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: CMCOG and/or Employee Grievance Committee

Reason for interest: CMCOG: a large portion of CMCOGs responsibility deals with

Transportation Planning, which is something I'm very familiar with and would like to contribute from a Richland County perspective.

Employee Grievance Committee: I'm looking to become more involved in the County and believe I would be able to contribute greatly to the process

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

CMCOG: being involved with other MPO/COGs around the state as part of my responsibilities at SCDOT and being involved in the transportation planning process gives me the background to be effective with the CMCOG

Employee Grievance Committee: As a member of SC Whitmore School board, I have dealt with several employee related issues (terminations) and believe this experience will translate well into effectiveness with the grievance board.

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: 15-20

CONFLICT OF INTEREST POLICY

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes _____

No PL

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 PL

If so, describe: _____

PL
Applicant's Signature


6/12/2017
Date

Return to:

Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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

Applications are current for one year.

Staff Use Only			
Date Received:	<u>6-12-17</u>	Received by:	
Date Sent to Council:	_____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file

4. **Farrow/Pisgah Church Road Intersection Project**

Discussion Point:

Negotiations have been finalized between Richland County and the South Carolina Department of Disabilities and Special Needs for the purchase of property needed to construct the Farrow/Pisgah Church Road intersection project. The purchase requires a resolution by Council with 3 readings and a public hearing.

In addition, to construct the project SCE&G is required to relocate their utility lines. Due to SCE&G's prior rights, the County is required to pay for this relocation outside of the right of way. A portion of the property purchased from SC DDSN is proposed to be conveyed to SCE&G by easement, requiring an ordinance by Council.

Recommendation:

Staff respectfully requests the Committee to concur with the proposed resolution and ordinance and to forward to full Council for consideration.

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**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY**

A RESOLUTION

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**APPROVING THE ACQUISITION OF 1.19 ACRES, MORE OR LESS, IN FEE
SIMPLE ABSOLUTE FOR \$97,500.00 FROM THE SOUTH CAROLINA
DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS AND THE SOUTH
CAROLINA DEPARTMENT OF ADMINISTRATION AND AUTHORIZING
THE INTRODUCTION AND READINGS OF AN ORDINANCE GRANTING,
WITHOUT CHARGE, TO SOUTH CAROLINA ELECTRIC AND GAS
COMPANY (“SCE&G”), ITS SUCCESSORS AND ASSIGNS, A PERMANENT
EASEMENT IN AND TO APPROXIMATELY 0.32 ACRE OF SAID PROPERTY
ONCE ACQUIRED BY RICHLAND COUNTY FOR THE PURPOSE OF SCE&G
RELOCATING, CONSTRUCTING, MAINTAINING, PROVIDING AND
OTHERWISE OPERATING ELECTRICAL UTILITY FACILITIES
NECESSARY AND USEFUL IN PROVIDING ELECTRICAL UTILITY
SERVICES TO ITS CUSTOMERS.**

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WHEREAS, Richland County, South Carolina (“Richland County”) is a political subdivision of the State of South Carolina.

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WHEREAS, for the benefit of the citizens of Richland County and in furtherance of the purposes of the Transportation Penny Program, Richland County desires and plans to execute an intersection improvement project at the intersection of Farrow Road (S.C. 555) and Pisgah Church Road (S-34), SCDOT ID No. 28869, RPP Project No. 296, in the County of Richland, South Carolina (the “Project”).

WHEREAS, South Carolina Department of Disabilities and Special Needs (“DDSN”) holds actual possession and record title of all of that certain piece of real property with all improvements thereon by virtue of a deed by the State of South Carolina through the State Budget and Control Board to DDSN dated June 19, 2003, and recorded June 18, 2004, in Book R947, Page 3131 in the Office of the Register of Deeds for Richland County, with said property having a situs address of 8301 Farrow Road in the County of Richland, South Carolina, and further being identified as Tax Map No. R14400-01-04, and commonly known as the Midlands Center (the “Midlands Center Property”).

WHEREAS, South Carolina Department of Administration (“DOA”) is the legal custodian of title to the Midlands Center Property in the name and for the benefit of the State of South Carolina pursuant to Section 118.2 of 2016 S.C. Acts 294 (General Appropriations Act FY 2016 – 2017, effective July 1, 2016).

WHEREAS, the Project necessitates acquisition of part of the Midlands Center Property, and as a result thereof, the County sought to acquire by condemnation approximately 0.87 acre of the Midlands Center Property, in fee simple absolute, and approximately 0.32 acre in permanent easement for purposes of completing the Project.

1 **WHEREAS**, in response to the service of the pre-filed Condemnation Notice and
2 Tender of Payment on behalf of Richland County and pursuant to S.C. Code Ann. §28-2-
3 470, DDSN and DOA (collectively “State Agencies”) commenced a challenge action
4 against the County in the South Carolina Circuit Court for the Fifth Judicial Circuit. (See
5 Civil Action No. 2016-CP-40-4560.)
6

7 **WHEREAS**, after settlement negotiations, Richland County and the State
8 Agencies, through counsel, have tentatively agreed, subject to approval of Richland County
9 Council, that all property sought to be acquired, whether in fee simple or permanent
10 easement, shall be acquired in fee simple absolute for the total sum paid of Ninety-Seven
11 Thousand Five Hundred and 00/100 Dollars (\$97,500.00) in full, complete, and final
12 settlement of the Challenge Action and underlying pre-filed Condemnation Notice and
13 Tender of Payment.
14

15 **WHEREAS**, South Carolina Electric & Gas (“SCE&G”) provides electrical utility
16 services in the area, and, given the design of the project, will be required to remove certain
17 of its facilities in the vicinity of the Project, and relocate, replace, and rebuild its electrical
18 facilities within the approximate 0.32 acre originally designated in the Condemnation
19 Notice and Tender of Payment to be acquired as a permanent easement. Because SCE&G
20 has prior rights in and to the location of certain of its current facilities that will be displaced
21 by the Project, Richland County is required to provide SCE&G, without charge, with a
22 permanent easement in and to the approximately 0.32 acre for its use in relocating its
23 electrical facilities.
24

25 **WHEREAS**, Richland County declares that acquiring the entire 1.19 acres in fee
26 is in the best interest of Richland County as it fosters a settlement in lieu of Richland
27 County having to fully prosecute a condemnation action to acquire the real property for
28 purposes of the Project and thereby avoids the costs, uncertainty and risks of litigation.
29

30 **WHEREAS**, Richland County further declares that improving the transportation
31 infrastructure in Richland County, including, without limitation, those improvements to be
32 constructed as part of the Project, is essential to improving roadway safety for drivers and
33 passengers and other members of the public using public roadways and traversing in or
34 through Richland County, as well as enhancing both present and future economic
35 development and prosperity for the citizens of Richland County.
36

37
38 **NOW, THEREFORE BE IT RESOLVED BY RICHLAND COUNTY**
39 **COUNCIL DULY ASSEMBLED IN A PUBLIC MEETING, AS FOLLOWS:**
40

- 41 1. Richland County Council hereby approves the acquisition by Richland County in
42 fee simple absolute of 1.19 acres further described as follows:
43

44 All that parcel or strip of land, in fee simple, containing 0.87 acre
45 (37,759.16 square feet), more or less, damages, and all improvement
46 thereon, if any, owned by the South Carolina Department of
47 Disabilities and Special Needs shown as the "Obtain" on Exhibit A,
48 attached hereto and made a part hereof, between approximate survey

1 stations 10+00.00 and 21 +00, on the left of the Farrow Road survey
2 centerline, and between approximate survey stations 15+37.94 and
3 19+94.44 on the right of the Pisgah Church Road Reloc. survey
4 centerline, and between survey stations 18+00 and 19+94.44 on the
5 left of the Pisgah Church Road Reloc. centerline. Tax Map Number
6 144400-01-04,

7 AND

8
9 All that parcel or strip of land, with improvements thereon, if any,
10 containing 0.32 acre (13,937.56 square feet), shown as the "Obtain"
11 on Exhibit B, attached hereto and made a part hereof, between
12 approximate survey stations 7+75.58 and 16+75.33 on the left of the
13 Farrow Road centerline. Tax Map Number R14400-01-04.

14
15 In consideration of the total sum of Ninety-Seven Thousand Five Hundred and
16 00/100 Dollars (\$97,500.00) to be paid by Richland County to the State Agencies.
17

- 18 2. S.C. Code Ann. § 4-9-120 authorizes Richland County Council to adopt an
19 ordinance after reading said ordinance at three (3) public meetings of the Richland
20 County Council on three separate days with an interval of not less than seven (7)
21 days between the second and third readings.
22
- 23 3. Upon the due enactment of the attached proposed ordinance (attached hereto as
24 Exhibit C), Richland County is authorized to grant, without charge, to South
25 Carolina Electric and Gas Company a permanent easement in certain real property
26 near the intersection of Farrow and Pisgah Church Roads in Richland County, being
27 approximately 0.32 acre after, and only after, such property has been acquired by
28 Richland County from the South Carolina Department of Disabilities and Special
29 Needs and the South Carolina Department of Administration for the purpose of
30 relocating, constructing, maintaining, providing and otherwise operating electrical
31 utility facilities necessary and useful in providing electrical utility services, all in
32 furtherance of a transportation improvement project for the Transportation Penny
33 Program.
34
- 35 4. The Richland County Administrator, or his delegee, is hereby empowered to
36 execute and deliver, with the advice of counsel, all documents necessary, required,
37 or useful to complete the transactions authorized and approved by this Resolution
38 or as may otherwise be necessary or useful to give effect to the intent of this
39 Resolution. Closing of the transaction with the State Agencies shall be completed
40 prior to granting the permanent easement to SCE&G, and the granting of the
41 permanent easement to SCE&G shall be completed only after the ordinance
42 authorized by this Resolution shall have been enacted by Richland County Council
43 after the required three (3) readings and the conduct of the required public hearing.
44

45
46 [SIGNATURE PAGE FOLLOWS]
47
48

1
2
3 Adopted this _____ day of _____, 2017.
4
5

6 COUNTY COUNCIL OF RICHLAND COUNTY
7

8
9 By: _____
10

11 Honorable Joyce Dickerson, Chair
12
13

14
15 Attest this _____ Day of _____ 2017
16
17

18 _____
19 Clerk of Council
20
21

22
23
24
25 RICHLAND COUNTY ATTORNEY'S OFFICE
26
27

28
29 _____
30 Attorney for Richland County
31 [APPROVED AS TO FORM ONLY]
32
33

34
35
36
37 First Reading: _____, 2017
38

39 Second Reading: _____, 2017
40

41 Public Hearing: _____, 2017
42

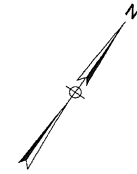
43 Third and Final Reading: _____, 2017

EXHIBIT A

EXHIBIT "A"

5

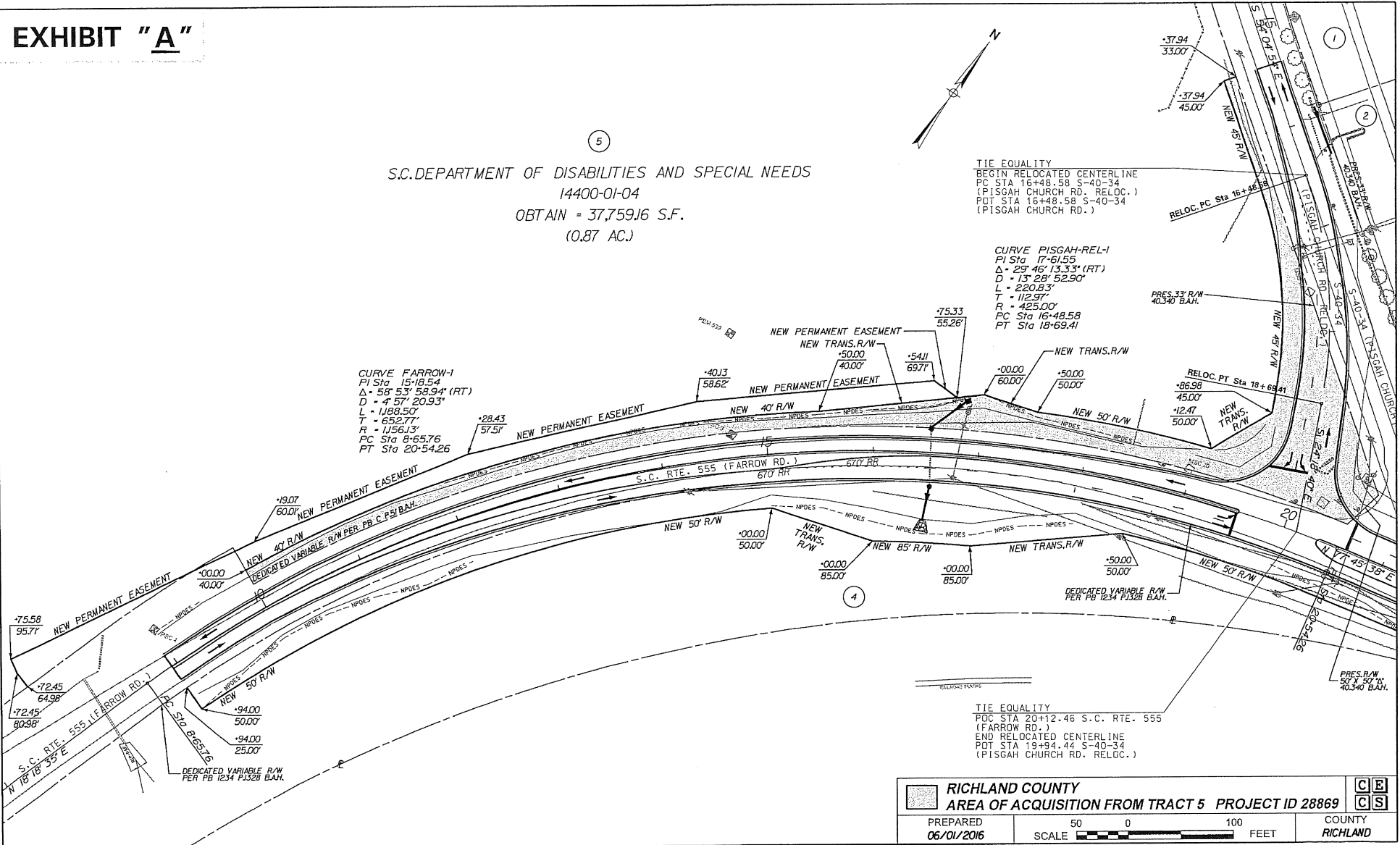
S.C. DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
 14400-01-04
 OBTAIN = 37,75916 S.F.
 (0.87 AC.)



TIE EQUALITY
 BEGIN RELOCATED CENTERLINE
 PC STA 16+48.58 S-40-34
 (PISGAH CHURCH RD. RELOC.)
 PGT STA 16+48.58 S-40-34
 (PISGAH CHURCH RD.)

CURVE PISGAH-REL-1
 PI Sta 17-61.55
 $\Delta = 29^\circ 46' 13.33"$ (RT)
 $D = 13' 28" 52.90"$
 $L = 220.83'$
 $T = 112.91'$
 $R = 425.00'$
 PC Sta 16+48.58
 PT Sta 18+69.41

CURVE FARROW-1
 PI Sta 15+18.54
 $\Delta = 58^\circ 53' 58.94"$ (RT)
 $D = 4' 57" 20.93"$
 $L = 1188.50'$
 $T = 652.77'$
 $R = 115613'$
 PC Sta 8+65.76
 PT Sta 20+54.26



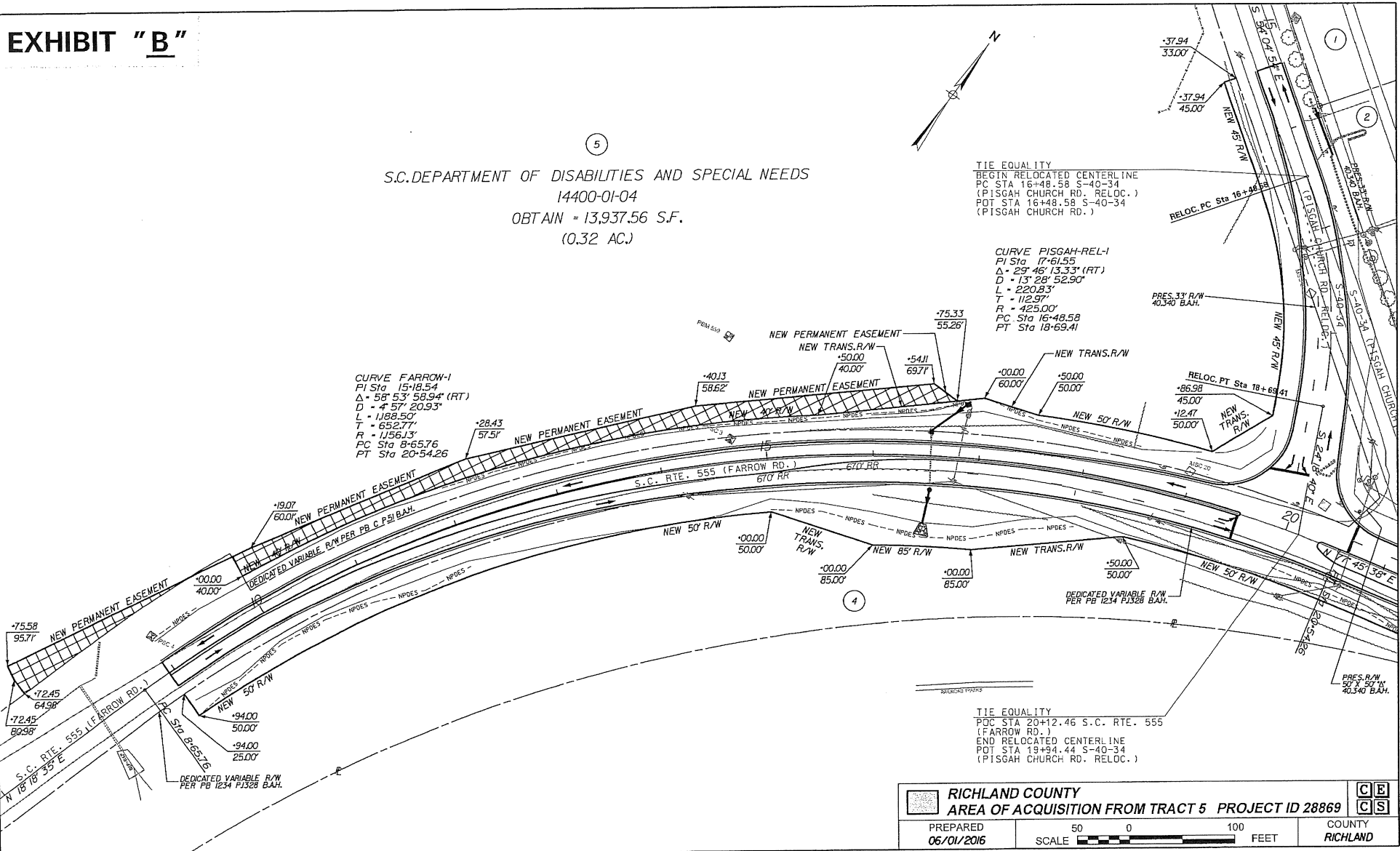
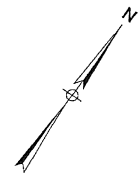
TIE EQUALITY
 POC STA 20+12.46 S.C. RTE. 555
 (FARROW RD.)
 END RELOCATED CENTERLINE
 PGT STA 19+94.44 S-40-34
 (PISGAH CHURCH RD. RELOC.)

RICHLAND COUNTY AREA OF ACQUISITION FROM TRACT 5 PROJECT ID 28869		
PREPARED 06/01/2016	SCALE 	COUNTY RICHLAND

EXHIBIT B

EXHIBIT "B"

5
 S.C. DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
 14400-01-04
 OBTAIN = 13,937.56 S.F.
 (0.32 AC.)



CURVE FARROW-1
 PI Sta 15+18.54
 $\Delta = 58^\circ 53' 58.94''$ (RT)
 D = 4' 57" 20.93"
 L = 1188.50'
 T = 652.77'
 R = 1156.13'
 PC Sta 8+65.76
 PT Sta 20+54.26

TIE EQUALITY
 BEGIN RELOCATED CENTERLINE
 PC STA 16+48.58 S-40-34
 (PISGAH CHURCH RD. RELOC.)
 POT STA 16+48.58 S-40-34
 (PISGAH CHURCH RD.)

CURVE PISGAH-REL-1
 PI Sta 17+61.55
 $\Delta = 29^\circ 46' 13.33''$ (RT)
 D = 13' 28" 52.90"
 L = 220.83'
 T = 112.97'
 R = 425.00'
 PC Sta 16+48.58
 PT Sta 18+69.41

TIE EQUALITY
 PC STA 20+12.46 S.C. RTE. 555
 (FARROW RD.)
 END RELOCATED CENTERLINE
 POT STA 19+94.44 S-40-34
 (PISGAH CHURCH RD. RELOC.)

		RICHLAND COUNTY AREA OF ACQUISITION FROM TRACT 5 PROJECT ID 28869		
		PREPARED 06/01/2016	SCALE 	

EXHIBIT C

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE AUTHORIZING RICHLAND COUNTY TO GRANT, WITHOUT CHARGE, TO SOUTH CAROLINA ELECTRIC AND GAS COMPANY (“SCE&G”) A PERMANENT EASEMENT IN CERTAIN REAL PROPERTY NEAR THE INTERSECTION OF FARROW AND PISGAH CHURCH ROADS IN RICHLAND COUNTY, BEING APPROXIMATELY 0.32 ACRE TO BE ACQUIRED BY RICHLAND COUNTY FROM THE SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS (“DDSN”) AND THE SOUTH CAROLINA DEPARTMENT OF ADMINISTRATION (“DOA”) FOR THE PURPOSE OF RELOCATING, CONSTRUCTING, MAINTAINING, PROVIDING AND OTHERWISE OPERATING ELECTRICAL UTILITY FACILITIES NECESSARY AND USEFUL IN PROVIDING ELECTRICAL UTILITY SERVICES, ALL IN FURTHERANCE OF A TRANSPORTATION IMPROVEMENT PROJECT FOR THE TRANSPORTATION PENNY PROGRAM

WHEREAS, Richland County, South Carolina (“Richland County”) is a political subdivision of the State of South Carolina.

WHEREAS, for the benefit of the citizens of Richland County and in furtherance of the purposes of the Transportation Penny Program, Richland County desires and plans to execute an intersection improvement project at the intersection of Farrow Road (S.C. 555) and Pisgah Church Road (S-34), SCDOT ID No. 28869, RPP Project No. 296, in the County of Richland, South Carolina (the “Project”).

WHEREAS, the Project necessitates acquisition of part of the Midlands Center Property which is located adjacent to the Project, and, as a result thereof, the County sought to acquire by condemnation part of DDSN’s property in fee simple absolute and certain other property in permanent easement for purposes of completing the Project.

WHEREAS, after settlement negotiations, Richland County and the State Agencies, through counsel, have tentatively agreed, subject to approval of Richland County Council, that all property sought to be acquired, whether in fee simple or permanent easement, will be acquired in fee simple absolute for the total sum paid of Ninety-Seven Thousand Five Hundred and 00/100 Dollars (\$97,500.00) in full, complete, and final settlement of the Challenge Action and underlying pre-filed Condemnation Notice and Tender of Payment.

WHEREAS, S.C. Code Ann. § 4-9-120 authorizes Richland County Council to adopt an ordinance after reading said ordinance at three (3) public meetings of the Richland County Council on three separate days with an interval of not less than seven (7) days between the second and third readings.

WHEREAS, S.C. Code Ann. § 4-9-130 requires notice and a public hearing whenever Richland County sells, leases, or contracts to sell or lease real property owned by Richland County.

WHEREAS, because Richland County intends to acquire in fee simple absolute title to the approximately 0.32 acre of real property that is designed by the Project engineers to be used by SCE&G to relocate and rebuild its electrical utility facilities, it therefore will be necessary for Richland County, after it acquires title in and to a portion of the Midlands Center Property, to convey the necessary permanent easement to SCE&G pursuant to a duly approved ordinance adopted and approved by Richland County Council authorizing and permitting such transfer.

WHEREAS, Richland County declares that the tentative settlement is in the best interest of Richland County because it fosters a settlement in lieu of Richland County prosecuting a condemnation action to acquire the real property for purposes of completing the Project and thereby avoids the costs, uncertainty and risks of litigation.

WHEREAS, Richland County further declares that improving the transportation infrastructure in Richland County, including, without limitation, those improvements to be constructed as part of the Project, is essential to improving roadway safety for drivers and passengers and other members of the public using public roadways and traversing in or through Richland County, as well as enhancing both present and future economic development and prosperity for the citizens of Richland County.

NOW, THEREFORE, BE IT RESOLVED BY RICHLAND COUNTY COUNCIL IN A DULY ASSEMBLED PUBLIC MEETING AS FOLLOWS:

SECTION 1. Based upon the foregoing findings, Richland County Council finds it appropriate and in the best interest of Richland County to enact this ordinance for the purpose of authorizing Richland County to grant, without charge, to South Carolina Electric and Gas Company a permanent easement in certain real property near the intersection of Farrow and Pisgah Church Roads in Richland County, being approximately 0.32 acre to be acquired by Richland County from the South Carolina Department of Disabilities and Special Needs and the South Carolina Department of Administration for the purpose of relocating, constructing, maintaining, providing and otherwise operating electrical utility facilities necessary and useful in providing electrical utility services, all in furtherance of a transportation improvement project for the Transportation Penny Program.

SECTION 2. This ordinance was introduced and read at (3) public meetings of the Richland County Council on three (3) separate days with an interval of not less than seven (7) days.

SECTION 3. This Ordinance becomes effective and is duly enacted upon third and final reading of the Richland County Council.

SECTION 4. The Richland County Administrator, or his delegee, is hereby authorized to execute and deliver, with the advice of counsel, all necessary and useful

documents that may be required to complete the transaction authorized by this Ordinance and to give effect to the intent hereof not earlier than the third and final reading of this Ordinance by the Richland County Council.

SECTION 5. If any section, phrase, sentence, or portion of the Ordinance or is, for any reason, held, deemed, or considered to be invalid, illegal, unenforceable, then such section, phrase, sentence, or portion thereof shall be deemed separate, distinct, and an independent provision and shall not affect the remaining portion or portions thereof.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this _____ day of _____, 2017.

COUNTY COUNCIL OF RICHLAND COUNTY

By: _____

Honorable Joyce Dickerson, Chair

Attest this _____ Day of _____ 2017

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Attorney for Richland County
[APPROVED AS TO FORM ONLY]

First Reading: _____, 2017

Second Reading: _____, 2017

Public Hearing: _____, 2017

Third and Final Reading: _____, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE AUTHORIZING RICHLAND COUNTY TO GRANT, WITHOUT CHARGE, TO SOUTH CAROLINA ELECTRIC AND GAS COMPANY (“SCE&G”) A PERMANENT EASEMENT IN CERTAIN REAL PROPERTY NEAR THE INTERSECTION OF FARROW AND PISGAH CHURCH ROADS IN RICHLAND COUNTY, BEING APPROXIMATELY 0.32 ACRE TO BE ACQUIRED BY RICHLAND COUNTY FROM THE SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS (“DDSN”) AND THE SOUTH CAROLINA DEPARTMENT OF ADMINISTRATION (“DOA”) FOR THE PURPOSE OF RELOCATING, CONSTRUCTING, MAINTAINING, PROVIDING AND OTHERWISE OPERATING ELECTRICAL UTILITY FACILITIES NECESSARY AND USEFUL IN PROVIDING ELECTRICAL UTILITY SERVICES, ALL IN FURTHERANCE OF A TRANSPORTATION IMPROVEMENT PROJECT FOR THE TRANSPORTATION PENNY PROGRAM

WHEREAS, Richland County, South Carolina (“Richland County”) is a political subdivision of the State of South Carolina.

WHEREAS, for the benefit of the citizens of Richland County and in furtherance of the purposes of the Transportation Penny Program, Richland County desires and plans to execute an intersection improvement project at the intersection of Farrow Road (S.C. 555) and Pisgah Church Road (S-34), SCDOT ID No. 28869, RPP Project No. 296, in the County of Richland, South Carolina (the “Project”).

WHEREAS, the Project necessitates acquisition of part of the Midlands Center Property which is located adjacent to the Project, and, as a result thereof, the County sought to acquire by condemnation part of DDSN’s property in fee simple absolute and certain other property in permanent easement for purposes of completing the Project.

WHEREAS, after settlement negotiations, Richland County and the State Agencies, through counsel, have tentatively agreed, subject to approval of Richland County Council, that all property sought to be acquired, whether in fee simple or permanent easement, will be acquired in fee simple absolute for the total sum paid of Ninety-Seven Thousand Five Hundred and 00/100 Dollars (\$97,500.00) in full, complete, and final settlement of the Challenge Action and underlying pre-filed Condemnation Notice and Tender of Payment.

WHEREAS, S.C. Code Ann. § 4-9-120 authorizes Richland County Council to adopt an ordinance after reading said ordinance at three (3) public meetings of the Richland County Council on three separate days with an interval of not less than seven (7) days between the second and third readings.

WHEREAS, S.C. Code Ann. § 4-9-130 requires notice and a public hearing whenever Richland County sells, leases, or contracts to sell or lease real property owned by Richland County.

WHEREAS, because Richland County intends to acquire in fee simple absolute title to the approximately 0.32 acre of real property that is designed by the Project engineers to be used by SCE&G to relocate and rebuild its electrical utility facilities, it therefore will be necessary for Richland County, after it acquires title in and to a portion of the Midlands Center Property, to convey the necessary permanent easement to SCE&G pursuant to a duly approved ordinance adopted and approved by Richland County Council authorizing and permitting such transfer.

WHEREAS, Richland County declares that the tentative settlement is in the best interest of Richland County because it fosters a settlement in lieu of Richland County prosecuting a condemnation action to acquire the real property for purposes of completing the Project and thereby avoids the costs, uncertainty and risks of litigation.

WHEREAS, Richland County further declares that improving the transportation infrastructure in Richland County, including, without limitation, those improvements to be constructed as part of the Project, is essential to improving roadway safety for drivers and passengers and other members of the public using public roadways and traversing in or through Richland County, as well as enhancing both present and future economic development and prosperity for the citizens of Richland County.

NOW, THEREFORE, BE IT RESOLVED BY RICHLAND COUNTY COUNCIL IN A DULY ASSEMBLED PUBLIC MEETING AS FOLLOWS:

SECTION 1. Based upon the foregoing findings, Richland County Council finds it appropriate and in the best interest of Richland County to enact this ordinance for the purpose of authorizing Richland County to grant, without charge, to South Carolina Electric and Gas Company a permanent easement in certain real property near the intersection of Farrow and Pisgah Church Roads in Richland County, being approximately 0.32 acre to be acquired by Richland County from the South Carolina Department of Disabilities and Special Needs and the South Carolina Department of Administration for the purpose of relocating, constructing, maintaining, providing and otherwise operating electrical utility facilities necessary and useful in providing electrical utility services, all in furtherance of a transportation improvement project for the Transportation Penny Program.

SECTION 2. This ordinance was introduced and read at (3) public meetings of the Richland County Council on three (3) separate days with an interval of not less than seven (7) days.

SECTION 3. This Ordinance becomes effective and is duly enacted upon third and final reading of the Richland County Council.

SECTION 4. The Richland County Administrator, or his delegee, is hereby authorized to execute and deliver, with the advice of counsel, all necessary and useful

documents that may be required to complete the transaction authorized by this Ordinance and to give effect to the intent hereof not earlier than the third and final reading of this Ordinance by the Richland County Council.

SECTION 5. If any section, phrase, sentence, or portion of the Ordinance or is, for any reason, held, deemed, or considered to be invalid, illegal, unenforceable, then such section, phrase, sentence, or portion thereof shall be deemed separate, distinct, and an independent provision and shall not affect the remaining portion or portions thereof.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this _____ day of _____, 2017.

COUNTY COUNCIL OF RICHLAND COUNTY

By: _____

Honorable Joyce Dickerson, Chair

Attest this _____ Day of _____ 2017

Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

Attorney for Richland County
[APPROVED AS TO FORM ONLY]

First Reading: _____, 2017

Second Reading: _____, 2017

Public Hearing: _____, 2017

Third and Final Reading: _____, 2017

1 STATE OF SOUTH CAROLINA
2 COUNTY OF RICHLAND
3 TRANSPORTATION AD HOC COMMITTEE
4

5 A RESOLUTION
6

7 BE IT RESOLVED BY RICHLAND COUNTY TRANSPORTATION AD HOC
8 COMMITTEE DULY ASSEMBLED IN A PUBLIC MEETING, AS FOLLOWS:
9

- 10 1. The attached resolution [*Approving The Acquisition Of 1.19 Acres, More Or Less, In Fee Simple*
11 *Absolute For \$97,500.00 from the South Carolina Department Of Disabilities and Special Needs And the*
12 *South Carolina Department Of Administration and Authorizing the Introduction and Readings of an*
13 *Ordinance Granting, Without Charge, to South Carolina Electric And Gas Company ("SCE&G"), Its*
14 *Successors and Assigns, a Permanent Easement In and To Approximately 0.32 Acre of Said Property Once*
15 *Acquired by Richland County for the Purpose of SCE&G Relocating, Constructing, Maintaining, Providing*
16 *And Otherwise Operating Electrical Utility Facilities Necessary and Useful in Providing Electrical Utility*
17 *Services To Its Customers*] is recommended to Richland County Council for adoption.
18
- 19 2. The attached proposed ordinance [*An Ordinance Authorizing Richland County to Grant, Without*
20 *Charge, to South Carolina Electric And Gas Company ("SCE&G") a Permanent Easement In Certain Real*
21 *Property Near the Intersection of Farrow and Pisgah Church Roads in Richland County, Being*
22 *Approximately 0.32 Acre to be Acquired by Richland County from the South Carolina Department of*
23 *Disabilities and Special Needs ("DDSN") and the South Carolina Department of Administration ("DOA")*
24 *for the Purpose of Relocating, Constructing, Maintaining, Providing and Otherwise Operating Electrical*
25 *Utility Facilities Necessary and Useful in Providing Electrical Utility Services, All in Furtherance of a*
26 *Transportation Improvement Project For The Transportation Penny Program*] is recommended to
27 Richland County Council for enactment after the required three (3) readings and the
28 required public hearing.
29
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31

32 Resolved this _____ day of _____, 2017.
33

34 TRANSPORTATION AD HOC COMMITTEE
35

36
37 By: _____
38 Honorable James Manning, Chair
39

40
41
42 Attest this _____ day of _____ 2017
43
44

45 _____
46 Secretary
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**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY**

A RESOLUTION

**APPROVING THE ACQUISITION OF 1.19 ACRES, MORE OR LESS, IN FEE
SIMPLE ABSOLUTE FOR \$97,500.00 FROM THE SOUTH CAROLINA
DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS AND THE SOUTH
CAROLINA DEPARTMENT OF ADMINISTRATION AND AUTHORIZING
THE INTRODUCTION AND READINGS OF AN ORDINANCE GRANTING,
WITHOUT CHARGE, TO SOUTH CAROLINA ELECTRIC AND GAS
COMPANY (“SCE&G”), ITS SUCCESSORS AND ASSIGNS, A PERMANENT
EASEMENT IN AND TO APPROXIMATELY 0.32 ACRE OF SAID PROPERTY
ONCE ACQUIRED BY RICHLAND COUNTY FOR THE PURPOSE OF SCE&G
RELOCATING, CONSTRUCTING, MAINTAINING, PROVIDING AND
OTHERWISE OPERATING ELECTRICAL UTILITY FACILITIES
NECESSARY AND USEFUL IN PROVIDING ELECTRICAL UTILITY
SERVICES TO ITS CUSTOMERS.**

WHEREAS, Richland County, South Carolina (“Richland County”) is a political subdivision of the State of South Carolina.

WHEREAS, for the benefit of the citizens of Richland County and in furtherance of the purposes of the Transportation Penny Program, Richland County desires and plans to execute an intersection improvement project at the intersection of Farrow Road (S.C. 555) and Pisgah Church Road (S-34), SCDOT ID No. 28869, RPP Project No. 296, in the County of Richland, South Carolina (the “Project”).

WHEREAS, South Carolina Department of Disabilities and Special Needs (“DDSN”) holds actual possession and record title of all of that certain piece of real property with all improvements thereon by virtue of a deed by the State of South Carolina through the State Budget and Control Board to DDSN dated June 19, 2003, and recorded June 18, 2004, in Book R947, Page 3131 in the Office of the Register of Deeds for Richland County, with said property having a situs address of 8301 Farrow Road in the County of Richland, South Carolina, and further being identified as Tax Map No. R14400-01-04, and commonly known as the Midlands Center (the “Midlands Center Property”).

WHEREAS, South Carolina Department of Administration (“DOA”) is the legal custodian of title to the Midlands Center Property in the name and for the benefit of the State of South Carolina pursuant to Section 118.2 of 2016 S.C. Acts 294 (General Appropriations Act FY 2016 – 2017, effective July 1, 2016).

WHEREAS, the Project necessitates acquisition of part of the Midlands Center Property, and as a result thereof, the County sought to acquire by condemnation approximately 0.87 acre of the Midlands Center Property, in fee simple absolute, and approximately 0.32 acre in permanent easement for purposes of completing the Project.

1 **WHEREAS**, in response to the service of the pre-filed Condemnation Notice and
2 Tender of Payment on behalf of Richland County and pursuant to S.C. Code Ann. §28-2-
3 470, DDSN and DOA (collectively “State Agencies”) commenced a challenge action
4 against the County in the South Carolina Circuit Court for the Fifth Judicial Circuit. (See
5 Civil Action No. 2016-CP-40-4560.)
6

7 **WHEREAS**, after settlement negotiations, Richland County and the State
8 Agencies, through counsel, have tentatively agreed, subject to approval of Richland County
9 Council, that all property sought to be acquired, whether in fee simple or permanent
10 easement, shall be acquired in fee simple absolute for the total sum paid of Ninety-Seven
11 Thousand Five Hundred and 00/100 Dollars (\$97,500.00) in full, complete, and final
12 settlement of the Challenge Action and underlying pre-filed Condemnation Notice and
13 Tender of Payment.
14

15 **WHEREAS**, South Carolina Electric & Gas (“SCE&G”) provides electrical utility
16 services in the area, and, given the design of the project, will be required to remove certain
17 of its facilities in the vicinity of the Project, and relocate, replace, and rebuild its electrical
18 facilities within the approximate 0.32 acre originally designated in the Condemnation
19 Notice and Tender of Payment to be acquired as a permanent easement. Because SCE&G
20 has prior rights in and to the location of certain of its current facilities that will be displaced
21 by the Project, Richland County is required to provide SCE&G, without charge, with a
22 permanent easement in and to the approximately 0.32 acre for its use in relocating its
23 electrical facilities.
24

25 **WHEREAS**, Richland County declares that acquiring the entire 1.19 acres in fee
26 is in the best interest of Richland County as it fosters a settlement in lieu of Richland
27 County having to fully prosecute a condemnation action to acquire the real property for
28 purposes of the Project and thereby avoids the costs, uncertainty and risks of litigation.
29

30 **WHEREAS**, Richland County further declares that improving the transportation
31 infrastructure in Richland County, including, without limitation, those improvements to be
32 constructed as part of the Project, is essential to improving roadway safety for drivers and
33 passengers and other members of the public using public roadways and traversing in or
34 through Richland County, as well as enhancing both present and future economic
35 development and prosperity for the citizens of Richland County.
36
37

38 **NOW, THEREFORE BE IT RESOLVED BY RICHLAND COUNTY**
39 **COUNCIL DULY ASSEMBLED IN A PUBLIC MEETING, AS FOLLOWS:**
40

- 41 1. Richland County Council hereby approves the acquisition by Richland County in
42 fee simple absolute of 1.19 acres further described as follows:
43

44 All that parcel or strip of land, in fee simple, containing 0.87 acre
45 (37,759.16 square feet), more or less, damages, and all improvement
46 thereon, if any, owned by the South Carolina Department of
47 Disabilities and Special Needs shown as the "Obtain" on Exhibit A,
48 attached hereto and made a part hereof, between approximate survey

1 stations 10+00.00 and 21 +00, on the left of the Farrow Road survey
2 centerline, and between approximate survey stations 15+37.94 and
3 19+94.44 on the right of the Pisgah Church Road Reloc. survey
4 centerline, and between survey stations 18+00 and 19+94.44 on the
5 left of the Pisgah Church Road Reloc. centerline. Tax Map Number
6 144400-01-04,

7 AND

8
9 All that parcel or strip of land, with improvements thereon, if any,
10 containing 0.32 acre (13,937.56 square feet), shown as the "Obtain"
11 on Exhibit B, attached hereto and made a part hereof, between
12 approximate survey stations 7+75.58 and 16+75.33 on the left of the
13 Farrow Road centerline. Tax Map Number R14400-01-04.

14
15 In consideration of the total sum of Ninety-Seven Thousand Five Hundred and
16 00/100 Dollars (\$97,500.00) to be paid by Richland County to the State Agencies.
17

- 18 2. S.C. Code Ann. § 4-9-120 authorizes Richland County Council to adopt an
19 ordinance after reading said ordinance at three (3) public meetings of the Richland
20 County Council on three separate days with an interval of not less than seven (7)
21 days between the second and third readings.
22
- 23 3. Upon the due enactment of the attached proposed ordinance (attached hereto as
24 Exhibit C), Richland County is authorized to grant, without charge, to South
25 Carolina Electric and Gas Company a permanent easement in certain real property
26 near the intersection of Farrow and Pisgah Church Roads in Richland County, being
27 approximately 0.32 acre after, and only after, such property has been acquired by
28 Richland County from the South Carolina Department of Disabilities and Special
29 Needs and the South Carolina Department of Administration for the purpose of
30 relocating, constructing, maintaining, providing and otherwise operating electrical
31 utility facilities necessary and useful in providing electrical utility services, all in
32 furtherance of a transportation improvement project for the Transportation Penny
33 Program.
34
- 35 4. The Richland County Administrator, or his delegee, is hereby empowered to
36 execute and deliver, with the advice of counsel, all documents necessary, required,
37 or useful to complete the transactions authorized and approved by this Resolution
38 or as may otherwise be necessary or useful to give effect to the intent of this
39 Resolution. Closing of the transaction with the State Agencies shall be completed
40 prior to granting the permanent easement to SCE&G, and the granting of the
41 permanent easement to SCE&G shall be completed only after the ordinance
42 authorized by this Resolution shall have been enacted by Richland County Council
43 after the required three (3) readings and the conduct of the required public hearing.
44

45
46 [SIGNATURE PAGE FOLLOWS]
47
48

1
2
3 Adopted this _____ day of _____, 2017.
4
5

6 COUNTY COUNCIL OF RICHLAND COUNTY
7

8
9 By: _____
10

11 Honorable Joyce Dickerson, Chair
12
13

14
15 Attest this _____ Day of _____ 2017
16
17

18 _____
19 Clerk of Council
20
21

22
23
24
25 RICHLAND COUNTY ATTORNEY'S OFFICE
26
27

28
29 _____
30 Attorney for Richland County
31 [APPROVED AS TO FORM ONLY]
32
33

34
35
36
37 First Reading: _____, 2017
38

39 Second Reading: _____, 2017
40

41 Public Hearing: _____, 2017
42

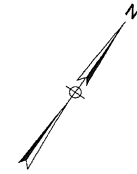
43 Third and Final Reading: _____, 2017

EXHIBIT A

EXHIBIT "A"

5

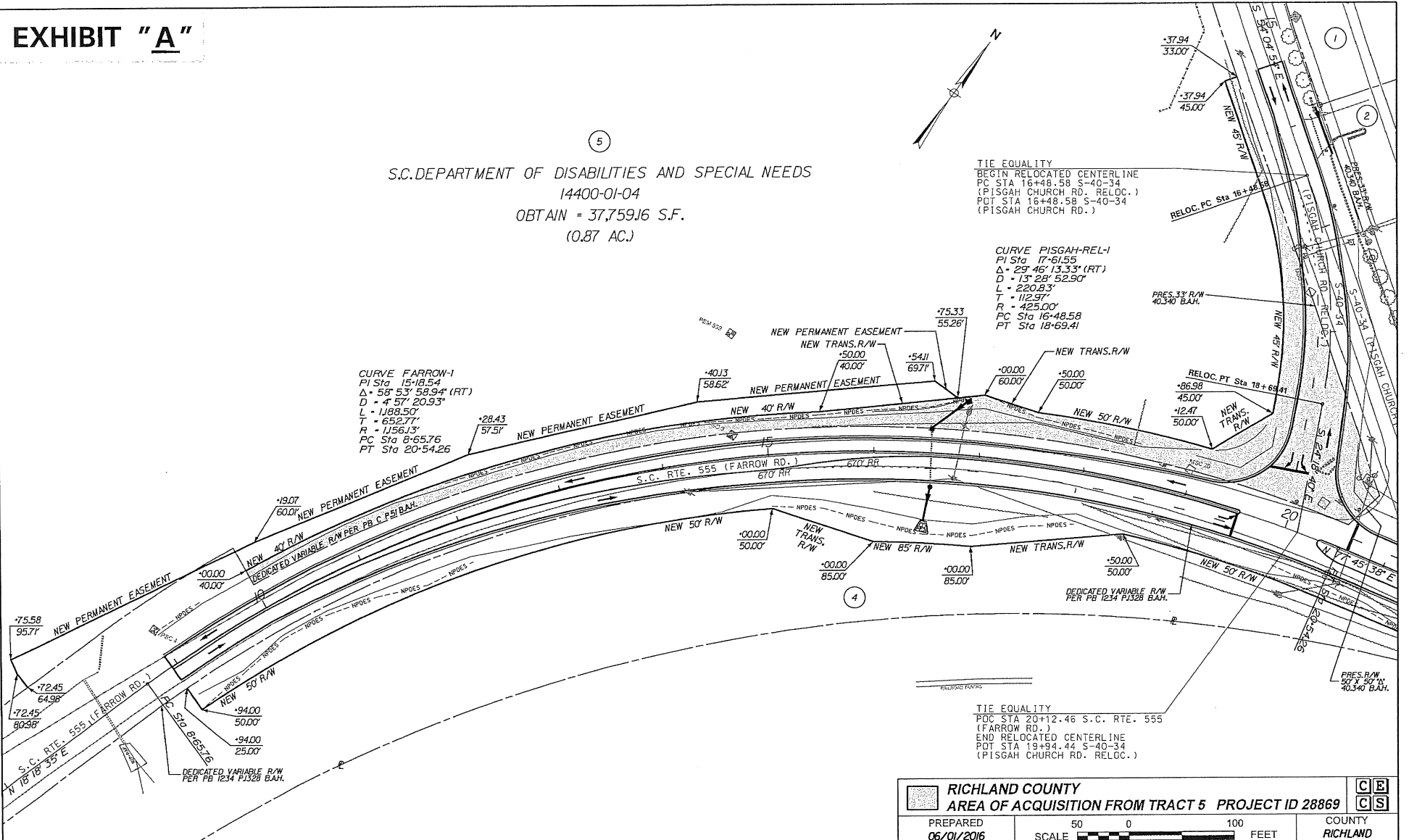
S.C. DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
 14400-01-04
 OBTAIN = 37,75916 S.F.
 (0.87 AC.)



TIE EQUALITY
 BEGIN RELOCATED CENTERLINE
 PC STA 16+48.58 S-40-34
 (PISGAH CHURCH RD. RELOC.)
 PGT STA 16+48.58 S-40-34
 (PISGAH CHURCH RD.)

CURVE PISGAH-REL-1
 PI Sta 17-61.55
 $\Delta = 29^{\circ} 46' 13.33"$ (RT)
 $D = 13' 28" 52.90"$
 $L = 220.83'$
 $T = 112.91'$
 $R = 425.00'$
 PC Sta 16+48.58
 PT Sta 18+69.41

CURVE FARROW-1
 PI Sta 15+18.54
 $\Delta = 58^{\circ} 53' 58.94"$ (RT)
 $D = 4' 57" 20.93"$
 $L = 1188.50'$
 $T = 652.77'$
 $R = 115613'$
 PC Sta 8+65.76
 PT Sta 20+54.26



TIE EQUALITY
 POC STA 20+12.46 S.C. RTE. 555
 (FARROW RD.)
 END RELOCATED CENTERLINE
 PGT STA 19+94.44 S-40-34
 (PISGAH CHURCH RD. RELOC.)

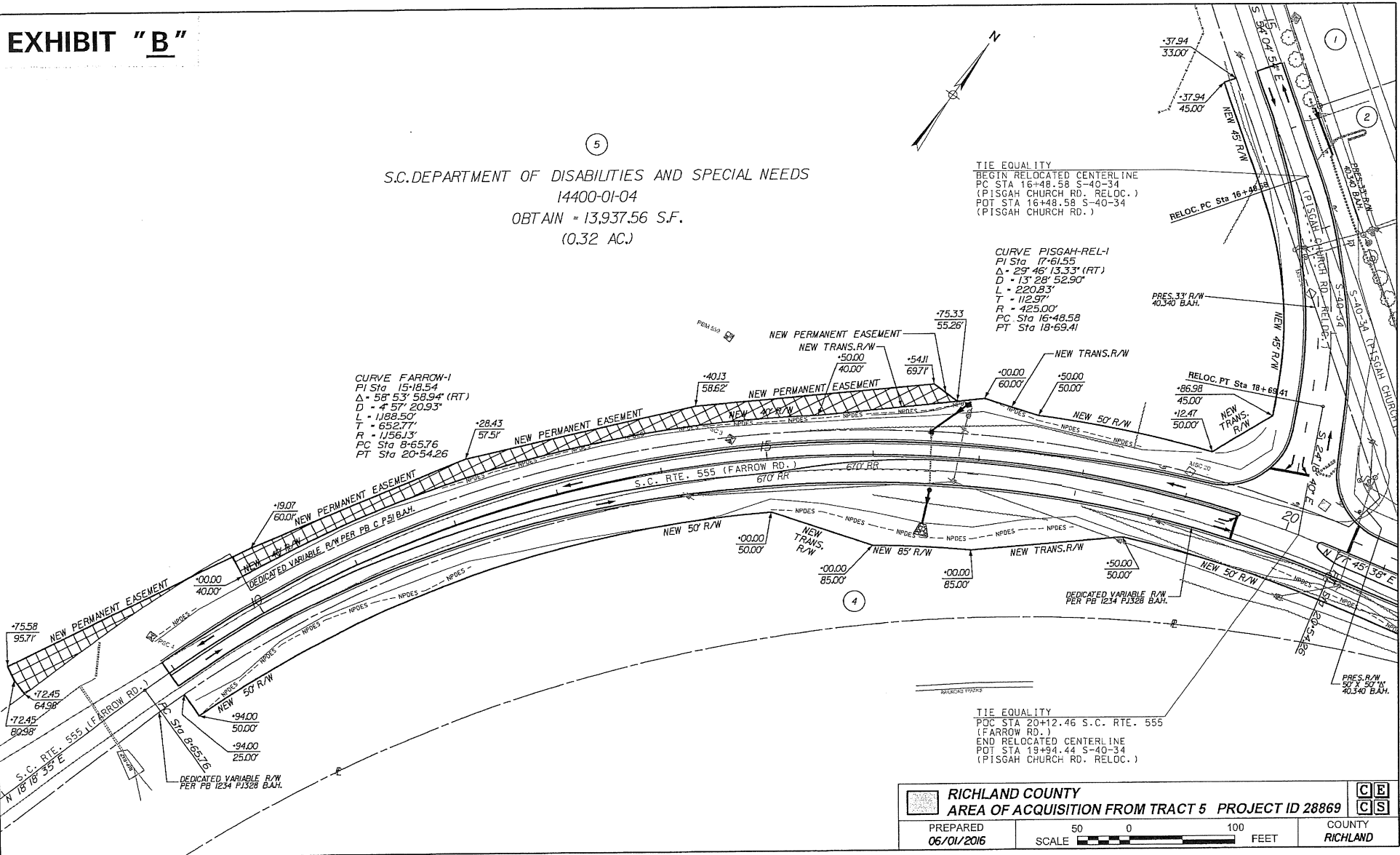
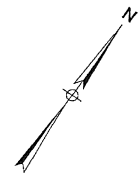
RICHLAND COUNTY AREA OF ACQUISITION FROM TRACT 5 PROJECT ID 28869		
PREPARED 06/01/2016	SCALE 	COUNTY RICHLAND

EXHIBIT B

EXHIBIT "B"

5

S.C. DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
 14400-01-04
 OBTAIN = 13,937.56 S.F.
 (0.32 AC.)



		RICHLAND COUNTY AREA OF ACQUISITION FROM TRACT 5 PROJECT ID 28869		
		PREPARED 06/01/2016	SCALE 	COUNTY RICHLAND

EXHIBIT C

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE AUTHORIZING RICHLAND COUNTY TO GRANT, WITHOUT CHARGE, TO SOUTH CAROLINA ELECTRIC AND GAS COMPANY (“SCE&G”) A PERMANENT EASEMENT IN CERTAIN REAL PROPERTY NEAR THE INTERSECTION OF FARROW AND PISGAH CHURCH ROADS IN RICHLAND COUNTY, BEING APPROXIMATELY 0.32 ACRE TO BE ACQUIRED BY RICHLAND COUNTY FROM THE SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS (“DDSN”) AND THE SOUTH CAROLINA DEPARTMENT OF ADMINISTRATION (“DOA”) FOR THE PURPOSE OF RELOCATING, CONSTRUCTING, MAINTAINING, PROVIDING AND OTHERWISE OPERATING ELECTRICAL UTILITY FACILITIES NECESSARY AND USEFUL IN PROVIDING ELECTRICAL UTILITY SERVICES, ALL IN FURTHERANCE OF A TRANSPORTATION IMPROVEMENT PROJECT FOR THE TRANSPORTATION PENNY PROGRAM

WHEREAS, Richland County, South Carolina (“Richland County”) is a political subdivision of the State of South Carolina.

WHEREAS, for the benefit of the citizens of Richland County and in furtherance of the purposes of the Transportation Penny Program, Richland County desires and plans to execute an intersection improvement project at the intersection of Farrow Road (S.C. 555) and Pisgah Church Road (S-34), SCDOT ID No. 28869, RPP Project No. 296, in the County of Richland, South Carolina (the “Project”).

WHEREAS, the Project necessitates acquisition of part of the Midlands Center Property which is located adjacent to the Project, and, as a result thereof, the County sought to acquire by condemnation part of DDSN’s property in fee simple absolute and certain other property in permanent easement for purposes of completing the Project.

WHEREAS, after settlement negotiations, Richland County and the State Agencies, through counsel, have tentatively agreed, subject to approval of Richland County Council, that all property sought to be acquired, whether in fee simple or permanent easement, will be acquired in fee simple absolute for the total sum paid of Ninety-Seven Thousand Five Hundred and 00/100 Dollars (\$97,500.00) in full, complete, and final settlement of the Challenge Action and underlying pre-filed Condemnation Notice and Tender of Payment.

WHEREAS, S.C. Code Ann. § 4-9-120 authorizes Richland County Council to adopt an ordinance after reading said ordinance at three (3) public meetings of the Richland County Council on three separate days with an interval of not less than seven (7) days between the second and third readings.

WHEREAS, S.C. Code Ann. § 4-9-130 requires notice and a public hearing whenever Richland County sells, leases, or contracts to sell or lease real property owned by Richland County.

WHEREAS, because Richland County intends to acquire in fee simple absolute title to the approximately 0.32 acre of real property that is designed by the Project engineers to be used by SCE&G to relocate and rebuild its electrical utility facilities, it therefore will be necessary for Richland County, after it acquires title in and to a portion of the Midlands Center Property, to convey the necessary permanent easement to SCE&G pursuant to a duly approved ordinance adopted and approved by Richland County Council authorizing and permitting such transfer.

WHEREAS, Richland County declares that the tentative settlement is in the best interest of Richland County because it fosters a settlement in lieu of Richland County prosecuting a condemnation action to acquire the real property for purposes of completing the Project and thereby avoids the costs, uncertainty and risks of litigation.

WHEREAS, Richland County further declares that improving the transportation infrastructure in Richland County, including, without limitation, those improvements to be constructed as part of the Project, is essential to improving roadway safety for drivers and passengers and other members of the public using public roadways and traversing in or through Richland County, as well as enhancing both present and future economic development and prosperity for the citizens of Richland County.

NOW, THEREFORE, BE IT RESOLVED BY RICHLAND COUNTY COUNCIL IN A DULY ASSEMBLED PUBLIC MEETING AS FOLLOWS:

SECTION 1. Based upon the foregoing findings, Richland County Council finds it appropriate and in the best interest of Richland County to enact this ordinance for the purpose of authorizing Richland County to grant, without charge, to South Carolina Electric and Gas Company a permanent easement in certain real property near the intersection of Farrow and Pisgah Church Roads in Richland County, being approximately 0.32 acre to be acquired by Richland County from the South Carolina Department of Disabilities and Special Needs and the South Carolina Department of Administration for the purpose of relocating, constructing, maintaining, providing and otherwise operating electrical utility facilities necessary and useful in providing electrical utility services, all in furtherance of a transportation improvement project for the Transportation Penny Program.

SECTION 2. This ordinance was introduced and read at (3) public meetings of the Richland County Council on three (3) separate days with an interval of not less than seven (7) days.

SECTION 3. This Ordinance becomes effective and is duly enacted upon third and final reading of the Richland County Council.

SECTION 4. The Richland County Administrator, or his delegee, is hereby authorized to execute and deliver, with the advice of counsel, all necessary and useful

documents that may be required to complete the transaction authorized by this Ordinance and to give effect to the intent hereof not earlier than the third and final reading of this Ordinance by the Richland County Council.

SECTION 5. If any section, phrase, sentence, or portion of the Ordinance or is, for any reason, held, deemed, or considered to be invalid, illegal, unenforceable, then such section, phrase, sentence, or portion thereof shall be deemed separate, distinct, and an independent provision and shall not affect the remaining portion or portions thereof.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this _____ day of _____, 2017.

COUNTY COUNCIL OF RICHLAND COUNTY

By: _____

Honorable Joyce Dickerson, Chair

Attest this _____ Day of _____ 2017

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Attorney for Richland County
[APPROVED AS TO FORM ONLY]

First Reading: _____, 2017

Second Reading: _____, 2017

Public Hearing: _____, 2017

Third and Final Reading: _____, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE AUTHORIZING RICHLAND COUNTY TO GRANT, WITHOUT CHARGE, TO SOUTH CAROLINA ELECTRIC AND GAS COMPANY (“SCE&G”) A PERMANENT EASEMENT IN CERTAIN REAL PROPERTY NEAR THE INTERSECTION OF FARROW AND PISGAH CHURCH ROADS IN RICHLAND COUNTY, BEING APPROXIMATELY 0.32 ACRE TO BE ACQUIRED BY RICHLAND COUNTY FROM THE SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS (“DDSN”) AND THE SOUTH CAROLINA DEPARTMENT OF ADMINISTRATION (“DOA”) FOR THE PURPOSE OF RELOCATING, CONSTRUCTING, MAINTAINING, PROVIDING AND OTHERWISE OPERATING ELECTRICAL UTILITY FACILITIES NECESSARY AND USEFUL IN PROVIDING ELECTRICAL UTILITY SERVICES, ALL IN FURTHERANCE OF A TRANSPORTATION IMPROVEMENT PROJECT FOR THE TRANSPORTATION PENNY PROGRAM

WHEREAS, Richland County, South Carolina (“Richland County”) is a political subdivision of the State of South Carolina.

WHEREAS, for the benefit of the citizens of Richland County and in furtherance of the purposes of the Transportation Penny Program, Richland County desires and plans to execute an intersection improvement project at the intersection of Farrow Road (S.C. 555) and Pisgah Church Road (S-34), SCDOT ID No. 28869, RPP Project No. 296, in the County of Richland, South Carolina (the “Project”).

WHEREAS, the Project necessitates acquisition of part of the Midlands Center Property which is located adjacent to the Project, and, as a result thereof, the County sought to acquire by condemnation part of DDSN’s property in fee simple absolute and certain other property in permanent easement for purposes of completing the Project.

WHEREAS, after settlement negotiations, Richland County and the State Agencies, through counsel, have tentatively agreed, subject to approval of Richland County Council, that all property sought to be acquired, whether in fee simple or permanent easement, will be acquired in fee simple absolute for the total sum paid of Ninety-Seven Thousand Five Hundred and 00/100 Dollars (\$97,500.00) in full, complete, and final settlement of the Challenge Action and underlying pre-filed Condemnation Notice and Tender of Payment.

WHEREAS, S.C. Code Ann. § 4-9-120 authorizes Richland County Council to adopt an ordinance after reading said ordinance at three (3) public meetings of the Richland County Council on three separate days with an interval of not less than seven (7) days between the second and third readings.

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WHEREAS, because Richland County intends to acquire in fee simple absolute title to the approximately 0.32 acre of real property that is designed by the Project engineers to be used by SCE&G to relocate and rebuild its electrical utility facilities, it therefore will be necessary for Richland County, after it acquires title in and to a portion of the Midlands Center Property, to convey the necessary permanent easement to SCE&G pursuant to a duly approved ordinance adopted and approved by Richland County Council authorizing and permitting such transfer.

WHEREAS, Richland County declares that the tentative settlement is in the best interest of Richland County because it fosters a settlement in lieu of Richland County prosecuting a condemnation action to acquire the real property for purposes of completing the Project and thereby avoids the costs, uncertainty and risks of litigation.

WHEREAS, Richland County further declares that improving the transportation infrastructure in Richland County, including, without limitation, those improvements to be constructed as part of the Project, is essential to improving roadway safety for drivers and passengers and other members of the public using public roadways and traversing in or through Richland County, as well as enhancing both present and future economic development and prosperity for the citizens of Richland County.

NOW, THEREFORE, BE IT RESOLVED BY RICHLAND COUNTY COUNCIL IN A DULY ASSEMBLED PUBLIC MEETING AS FOLLOWS:

SECTION 1. Based upon the foregoing findings, Richland County Council finds it appropriate and in the best interest of Richland County to enact this ordinance for the purpose of authorizing Richland County to grant, without charge, to South Carolina Electric and Gas Company a permanent easement in certain real property near the intersection of Farrow and Pisgah Church Roads in Richland County, being approximately 0.32 acre to be acquired by Richland County from the South Carolina Department of Disabilities and Special Needs and the South Carolina Department of Administration for the purpose of relocating, constructing, maintaining, providing and otherwise operating electrical utility facilities necessary and useful in providing electrical utility services, all in furtherance of a transportation improvement project for the Transportation Penny Program.

SECTION 2. This ordinance was introduced and read at (3) public meetings of the Richland County Council on three (3) separate days with an interval of not less than seven (7) days.

SECTION 3. This Ordinance becomes effective and is duly enacted upon third and final reading of the Richland County Council.

SECTION 4. The Richland County Administrator, or his delegee, is hereby authorized to execute and deliver, with the advice of counsel, all necessary and useful

documents that may be required to complete the transaction authorized by this Ordinance and to give effect to the intent hereof not earlier than the third and final reading of this Ordinance by the Richland County Council.

SECTION 5. If any section, phrase, sentence, or portion of the Ordinance or is, for any reason, held, deemed, or considered to be invalid, illegal, unenforceable, then such section, phrase, sentence, or portion thereof shall be deemed separate, distinct, and an independent provision and shall not affect the remaining portion or portions thereof.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this _____ day of _____, 2017.

COUNTY COUNCIL OF RICHLAND COUNTY

By: _____

Honorable Joyce Dickerson, Chair

Attest this _____ Day of _____ 2017

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Attorney for Richland County
[APPROVED AS TO FORM ONLY]

First Reading: _____, 2017

Second Reading: _____, 2017

Public Hearing: _____, 2017

Third and Final Reading: _____, 2017



5. Bluff Road Widening Phase I

Discussion Point:

In the survey and design of the Bluff Road Phase I project, a discrepancy was discovered in between tract 5 and the County owned right of way along Rosewood Drive. The property owner has requested that the County quitclaim this property and County staff concurs as it does not have any foreseeable impacts to the County or operations of the roadway, sidewalks or utilities.

Recommendation:

Staff respectfully requests the Committee to concur with the proposed ordinance and to forward to full Council for consideration.

1 STATE OF SOUTH CAROLINA
2 COUNTY COUNCIL FOR RICHLAND COUNTY
3 ORDINANCE NO. _____
4

5 AN ORDINANCE AUTHORIZING THE CONVEYANCE BY QUITCLAIM DEED OF
6 ALL RIGHT, TITLE, AND INTEREST THAT THE COUNTY OF RICHLAND MAY
7 HAVE, IF ANY, IN CERTAIN REAL PROPERTY NEAR THE INTERSECTION OF
8 BLUFF ROAD AND ROSEWOOD DRIVE, IN THE CITY OF COLUMBIA, COUNTY
9 OF RICHLAND, FOR PURPOSES OF IDENTIFYING AND ESTABLISHING THE
10 PROPERTY BOUNDARY LINES BETWEEN THE PRIVATE PROPERTY WITH A
11 PHYSICAL ADDRESS OF 711 BLUFF ROAD AND THE PUBLIC PROPERTY OF
12 ROSEWOOD DRIVE AND BLUFF ROAD AND THEREBY FINALIZING A
13 PROPOSED SETTLEMENT WITH LANDOWNER CONCERNING THE PENDING
14 CONDEMNATION ACTION BEARING CIVIL ACTION NO. 2016-CP-40-04654¹
15 RELATED TO THE TRANSPORTATION IMPROVEMENT PROJECT GENERALLY
16 KNOWN AS THE BLUFF ROAD WIDENING PROJECT.

17
18 **WHEREAS**, Richland County, South Carolina (“Richland County”) is a political
19 subdivision of the State of South Carolina.
20

21 **WHEREAS**, Richland County has been engaged in the construction of certain
22 widening improvements to Bluff Road in the City of Columbia, in Richland County, South
23 Carolina, Project No. 41846, as part of the Richland County Transportation Penny Program
24 (the “Project”).
25

26 **WHEREAS**, 711 Bluff Road, LLC, Frank D. Strasburger and Richard L.
27 Strasburger, as Trustees of Trust B under Will of Leroy Strasburger, Alvin Strasburger, Jr.,
28 as Personal Representative of the Estate of Alvin Strasburger (collectively “Landowners”)
29 hold record title of all that certain piece of real property with all improvements thereon,
30 being generally known as and having a physical address of 711 Bluff Road, Columbia,
31 South Carolina, by virtue of that certain deed of Frank D. Strasburger and Richard L.
32 Strasburger, as Trustee of Trust B under will of Leroy Strasburger, dated 01/26/2016, and
33 recorded 01/26/2016, in Book 2084, Page 1824 AND by virtue of that certain deed of Alvin
34 Strasburger, Jr. as Personal Representative of Estate of Alvin Strasburger, dated
35 01/26/2016, and recorded 01/26/2016, in Book 2084, Page 1821.
36

37 **WHEREAS**, the Project required acquisition of part of the Landowners’ property
38 to make improvements to Bluff Road, and as a result thereof, Richland County sought to
39 acquire by condemnation part of Landowners’ property in fee simple absolute for purposes
40 of completing the Project, namely, the below described Subject Property:
41

¹ *County of Richland, Condemnor, vs. 711 Bluff Road, LLC, Frank D. Strasburger and Richard L. Strasburger, as Trustees of Trust B Under Will of Leroy Strasburger, and Alvin Strasburger, Jr., as Personal Representative of the Estate of Alvin Strasburger, LANDOWNERS, and Athene Annuity and Life Assurance Company, Wells Fargo Bank, N.A., and Branch Banking and Trust Company, American Express Centurion Bank, OTHER CONDEMNNEES.*

1 All that parcel or strip of land, in fee simple, containing 0.004 acre (193 square
2 feet), more or less, and all improvements thereon, if any, owned by 711 Bluff Road,
3 LLC shown as the area “total obtain” on Exhibit A, attached hereto and made a part
4 hereof, at survey station 49+25 on the right, of the Bluff Road – Phase I relocated
5 survey centerline.

6
7 Tax Map Number R11202-06-01
8

9 The Condemnation Action has not been finalized; however, under the provisions of the
10 Eminent Domain Procedure Act, Richland County has possessory interest in and to the
11 Subject Property and, as of September 26, 2017, has in fact completed the construction
12 work that was required to be performed to the Subject Property as part of the Bluff Road
13 Widening Project.

14
15 **WHEREAS**, during settlement discussions and meetings held on-site among
16 Landowners’ representative, Richland County’s representatives, and registered surveyors
17 retained by each party, Landowners and Richland County determined that there were
18 discrepancies between the survey prepared by Landowners’ surveyor and the survey
19 prepared by Richland County’s surveyor, as to the exact location of the boundary lines
20 between the public and private property along Bluff Road and along Rosewood Drive.

21
22 **WHEREAS**, after carefully analyzing the survey data and discussing the issue with
23 Landowners’ representatives and counsel, Richland County and Landowners have
24 tentatively agreed, subject to approval of Richland County Council, to resolve the survey
25 discrepancies as to boundary lines as well as issues related to the amount of property
26 actually being acquired by Richland County from Landowners in the following manner:

- 27
28 A. Landowners will accept the boundary lines identified by Richland County’s
29 surveyor defining the boundary between Landowners’ property and Bluff Road
30 and agree to convey title to Richland County of the real property identified as
31 Lot 3 (being 154 square feet) on that certain Bluff Road R/W Plat, prepared by
32 Registered Professional Engineer Charles D. Meeler of Civil Engineering of
33 Columbia, Inc. (also sometimes referred to as CEC Consulting Engineering
34 Surveying), dated August 24, 2017, a copy of said plat being attached hereto as
35 Exhibit B-1.
36
37 B. Landowners will accept the boundary lines identified by Richland County’s
38 surveyor defining the boundary between Landowners’ property and Bluff Road
39 and agree to convey title to Richland County of the real property identified as
40 Lot 4 (being 116 square feet) on that certain Bluff Road R/W Plat, prepared by
41 Registered Professional Engineer Charles D. Meeler of Civil Engineering of
42 Columbia, Inc. (also sometimes referred to as CEC Consulting Engineering
43 Surveying), dated August 24, 2017, a copy of said plat being attached hereto as
44 Exhibit B-1.
45
46 C. Landowners will accept the boundary lines identified by Richland County’s
47 surveyor defining the boundary between Landowners’ property and Rosewood
48 Drive and agree to convey title to Richland County of the real property

1 identified as Lot 1 (being 36 square feet) on that certain Rosewood Drive R/W
2 Plat, prepared by Registered Professional Engineer Charles D. Meeler of Civil
3 Engineering of Columbia, Inc. (also sometimes referred to as CEC Consulting
4 Engineering Surveying), dated August 24, 2017, a copy of said plat being
5 attached hereto as Exhibit B-2.
6

7 D. Landowners will accept the boundary lines identified by Richland County's
8 surveyor defining the boundary between Landowners' property and Bluff Road
9 and agree to grant to Richland County by quitclaim deed all right, title, and
10 interest, if any, Landowners have in the real property identified as Lot 5 (being
11 77 square feet) on that certain Bluff Road R/W Plat, prepared by Registered
12 Professional Engineer Charles D. Meeler of Civil Engineering of Columbia,
13 Inc. (also sometimes referred to as CEC Consulting Engineering Surveying),
14 dated August 24, 2017, a copy of said plat being attached hereto as Exhibit B-
15 1.
16

17 E. Landowners will accept the boundary lines identified by Richland County's
18 surveyor defining the boundary between Landowners' property and Rosewood
19 Drive. To confirm this boundary Richland County agrees to grant to 711 Bluff
20 Road, LLC by quitclaim deed all right, title, and interest, if any, Richland
21 County may have in the real property identified as Lot 2 (being 2,865 square
22 feet) on that certain Rosewood Drive R/W Plat, prepared by Registered
23 Professional Engineer Charles D. Meeler of Civil Engineering of Columbia,
24 Inc. (also sometimes referred to as CEC Consulting Engineering Surveying),
25 dated August 24, 2017, a copy of said plat being attached hereto as Exhibit B-
26 2.
27

28 **WHEREAS**, S.C. Code Ann. § 4-9-120 authorizes Richland County Council to
29 adopt an ordinance after reading said ordinance at three (3) public meetings of the Richland
30 County Council on three separate days with an interval of not less than seven (7) days
31 between the second and third readings.
32

33 **WHEREAS**, Richland County declares that this Ordinance is in the best interest of
34 Richland County as it fosters a settlement in lieu of Richland County prosecuting to
35 completion its condemnation action to acquire the real property for purposes of the Project
36 as well as, by agreement with Landowners, resolving the boundary line issues for the
37 benefit of Richland County as well as Landowners, and thereby avoiding the costs,
38 uncertainty, and risks of litigation.
39

40 **WHEREAS**, Richland County further declares that improving the transportation
41 infrastructure in Richland County, including, without limitation, those improvements to be
42 constructed as part of the Project, is essential to improving roadway safety for drivers and
43 passengers traversing in or through Richland County and enhancing both present and future
44 economic development and prosperity.
45

46 **NOW, THEREFORE BE IT RESOLVED BY THE RICHLAND COUNTY**
47 **COUNCIL DULY ASSEMBLED IN A PUBLIC MEETING AS FOLLOWS:**
48

1 Adopted this _____ day of _____, 2017.

2
3
4 COUNTY COUNCIL OF RICHLAND COUNTY

5
6
7
8 By: _____

9
10 Honorable Joyce Dickerson, Chair

11
12
13
14 Attest this _____ Day of _____ 2017

15
16
17 _____
18 Clerk of Council

19
20
21
22
23 RICHLAND COUNTY ATTORNEY’S OFFICE

24
25
26
27 _____
28 Attorney for Richland County
29 [APPROVED AS TO FORM ONLY]

30
31
32
33
34
35
36
37 First Reading: _____, 2017

38
39 Second Reading: _____, 2017

40
41 Public Hearing: _____, 2017

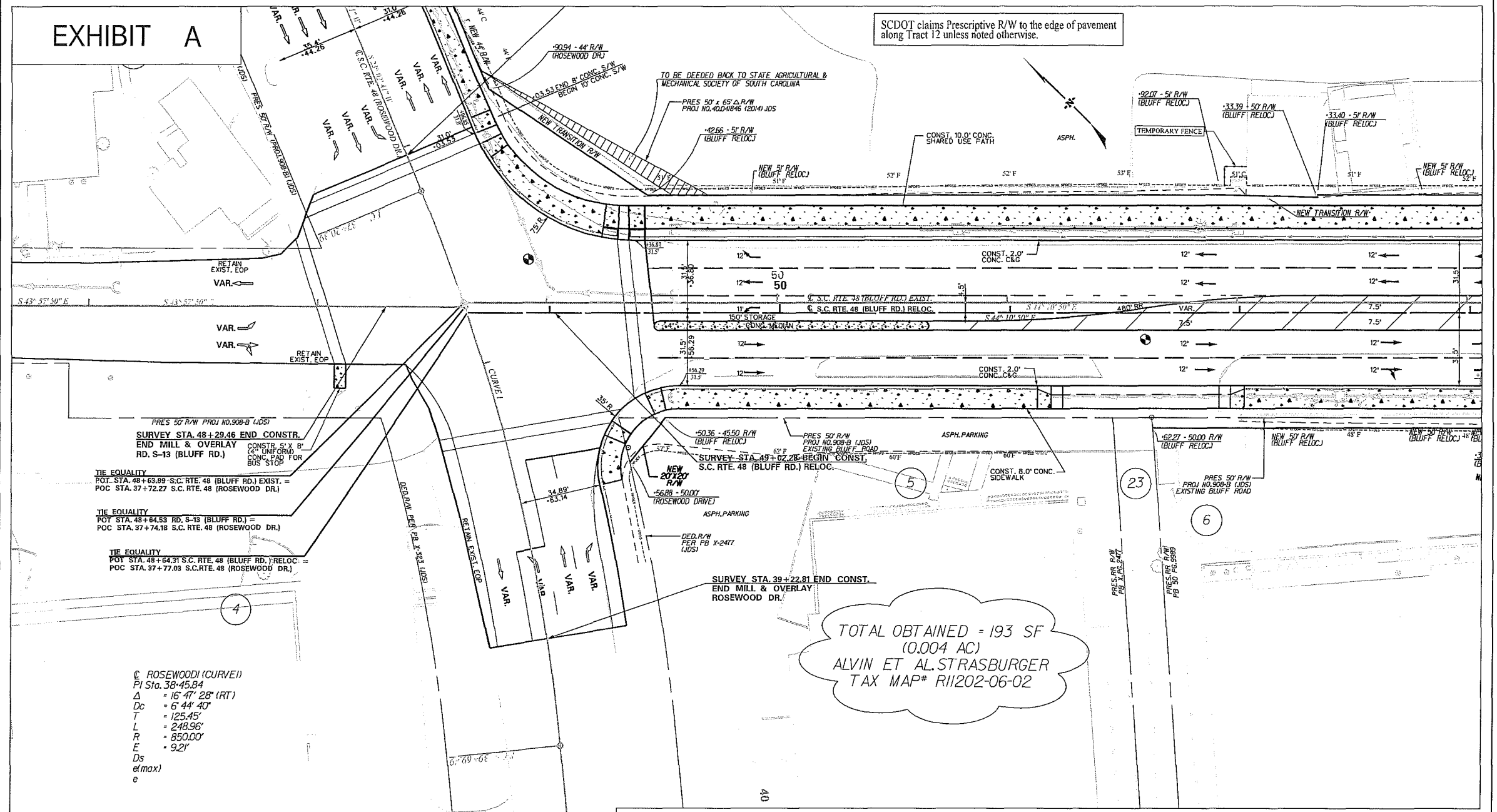
42
43 Third and Final Reading: _____, 2017

EXHIBIT A

EXHIBIT A

SCDOT claims Prescriptive R/W to the edge of pavement along Tract 12 unless noted otherwise.

TO BE DEEDED BACK TO STATE AGRICULTURAL & MECHANICAL SOCIETY OF SOUTH CAROLINA



PRES 50' R/W PROJ NO. 909-B (JDS)
SURVEY STA. 48+29.46 END CONSTR.
 END MILL & OVERLAY
 RD. S-13 (BLUFF RD.)

TIE EQUALITY
 POT. STA. 48+63.89 - S.C. RTE. 48 (BLUFF RD.) EXIST. =
 POC STA. 37+72.27 S.C. RTE. 48 (ROSEWOOD DR.)

TIE EQUALITY
 POT. STA. 48+64.53 RD. S-13 (BLUFF RD.) =
 POC STA. 37+74.18 S.C. RTE. 48 (ROSEWOOD DR.)

TIE EQUALITY
 POT. STA. 48+64.31 S.C. RTE. 48 (BLUFF RD.) RELOC. =
 POC STA. 37+77.03 S.C. RTE. 48 (ROSEWOOD DR.)

© ROSEWOOD (CURVE)
 PI Sta. 38+45.84
 Δ = 16° 47' 28" (RT)
 Dc = 6' 44" 40"
 T = 125.45'
 L = 248.96'
 R = 850.00"
 E = 9.21'
 Ds
 e(max)
 e

TOTAL OBTAINED - 193 SF
 (0.004 AC)
 ALVIN ET AL. STRASBURGER
 TAX MAP# RII202-06-02

PEN TABLE: \$PENTBLLS
 SCALE: AS SHOWN
 FILE: \$FILEL\$

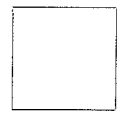
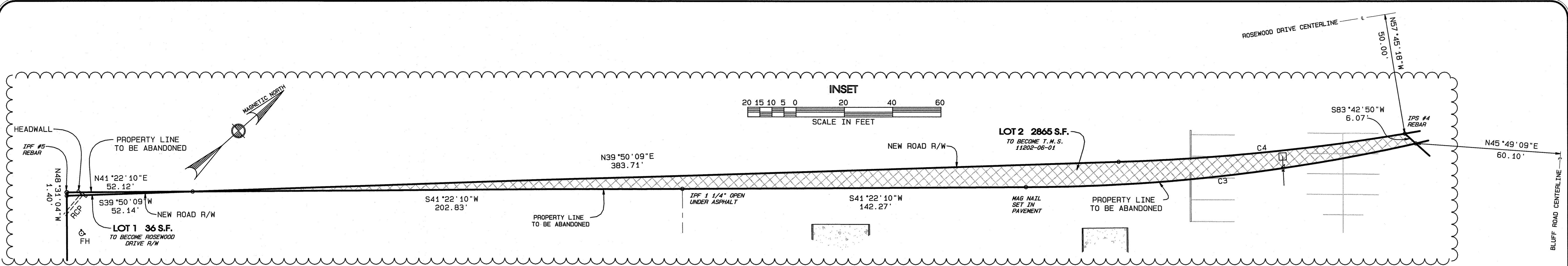
RICHLAND COUNTY (BLUFF RD) Area of Acquisition From Tract No. 5		Project ID: 0041846
Scale: 1" = 50'		Original prepared: 04/12/2016 Revised: 06/16/2016
		DAVIS & FLOYD SINCE 1954

EXHIBIT B-1

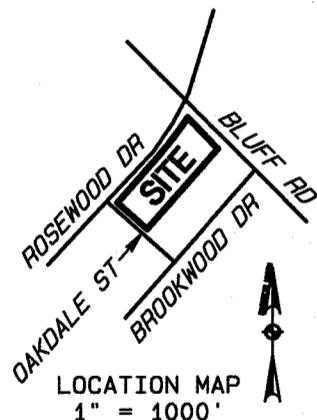
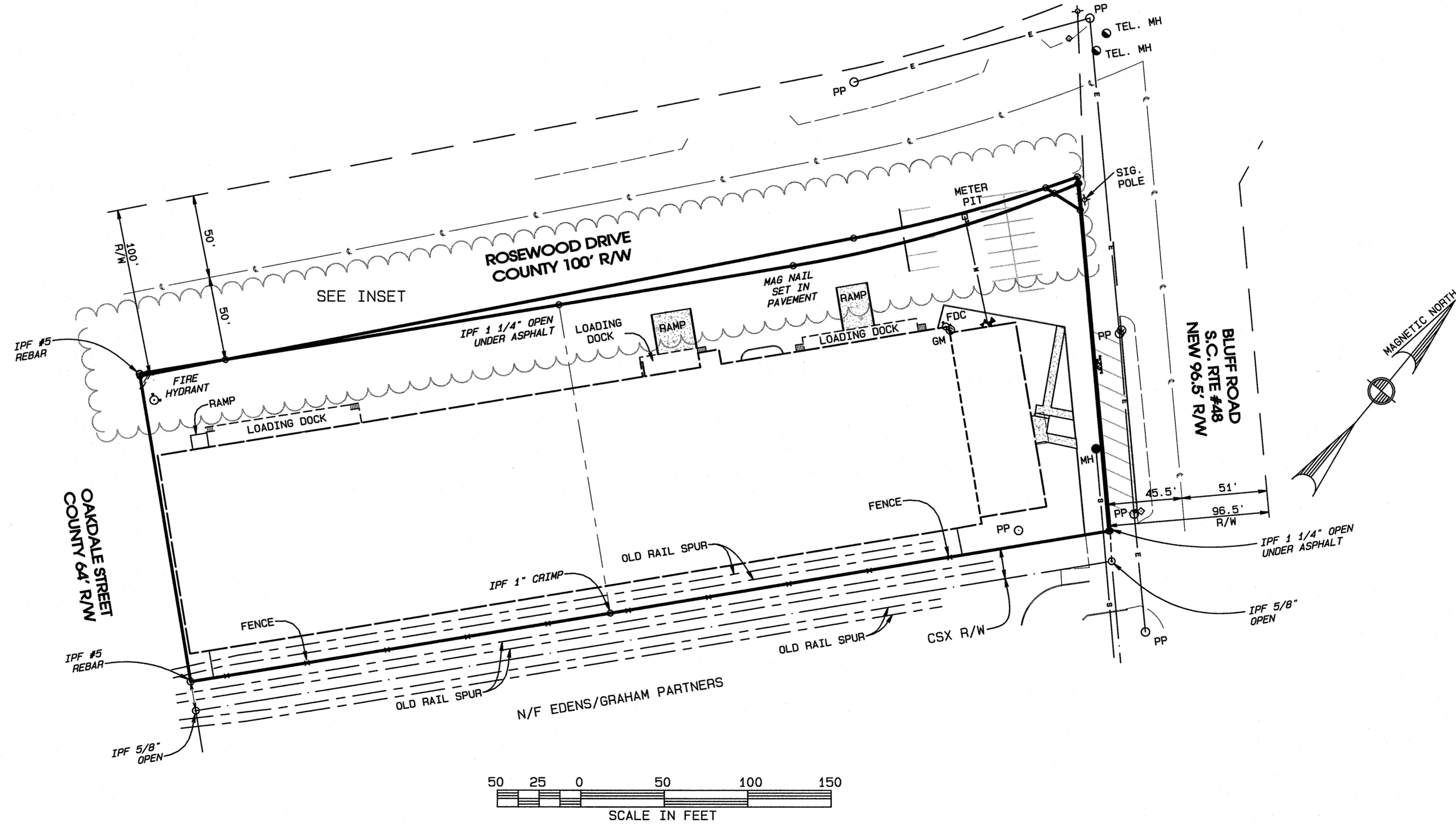


CURVE TABLE

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	20.00'	N31°36'31"E	900.00'	1°16'24"	20.00'	10.00'
C2	15.30'	S28°22'52"W	740.00'	1°11'05"	15.30'	7.65'
C3	162.83'	S35°16'38"W	740.00'	12°36'27"	162.50'	81.75'
C4	119.24'	N36°02'26"E	900.00'	7°35'27"	119.15'	59.71'
C5	0.62'	N27°45'52"E	740.00'	0°02'54"	0.62'	0.31'

NOTES AND REFERENCES:

1. RICHLAND COUNTY TAX MAP 11202-06-01.
2. IMPROVEMENTS SHOWN ARE TAKEN FROM A BOUNDARY SURVEY PREPARED FOR STRASBURGER BY CIVIL ENGINEERING OF COLUMBIA DATED JANUARY 25, 2017 AND RECORDED IN PB 2182-2231. ROADS UNDER CONSTRUCTION AT TIME OF THIS SURVEY.
3. I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #45079C 0094 H, EFFECTIVE DATE FEBRUARY 20, 2002, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS WITHIN UNSHADED ZONE "X", NOT A DESIGNATED FLOOD PRONE AREA.
4. THE INFORMATION SHOWN ON THIS SHEET WAS DERIVED FROM A FIELD RUN SURVEY. OBVIOUS AND APPARENT FEATURES ENCOUNTERED ARE INCLUDED ON THIS SHEET. RELATED, REFERENCED INFORMATION WAS ALSO USED. UNLESS STATED HEREON, NO TITLE SEARCH WAS PERFORMED BY CIVIL ENGINEERING OF COLUMBIA, AND SOME EASEMENTS OR OTHER MATTERS OF RECORD MAY NOT APPEAR. THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT TO BE USED FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PARTY, WITHOUT WRITTEN CONSENT, IS UNAUTHORIZED.
5. ALL CORNERS NOT LABELED ARE NEW NAILS IN ASPHALT.



I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

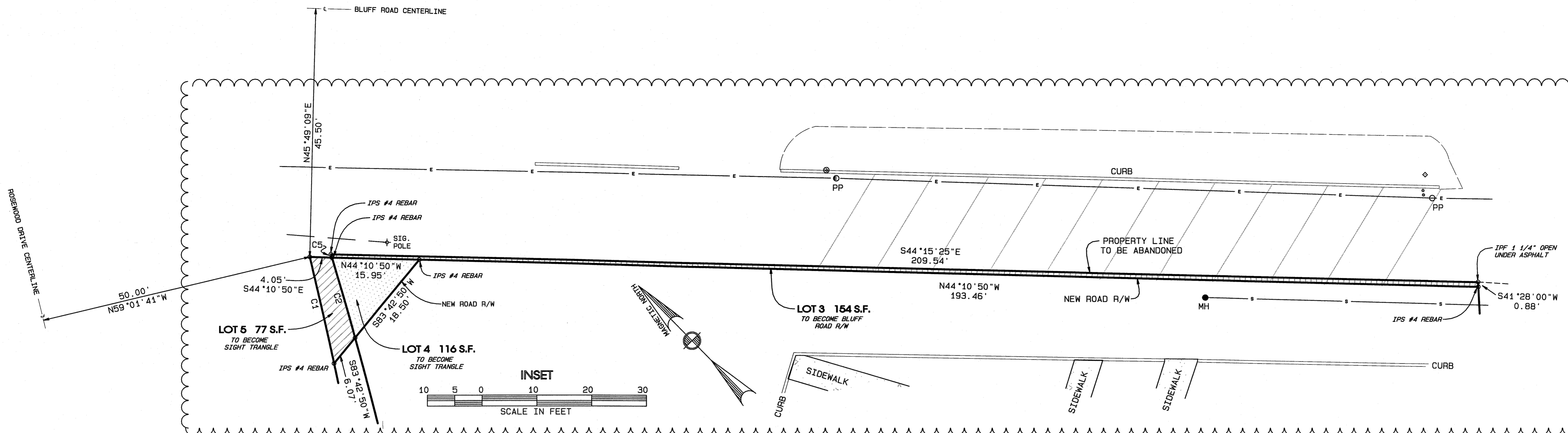
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY.

Charles D. Meeler
 CHARLES D. MEELER P.L.S. #12246

711 BLUFF ROAD
 RICHLAND COUNTY, SOUTH CAROLINA

SCALE SEE BAR SCALES	DATE AUG. 24, 2017	DESIGNED N/A	DRAWING NUMBER 1 OF 1												
DRAWN N. DELOACH	PREPARED FOR STRASBURGER	COLUMBIA, SOUTH CAROLINA	CHECKED BY: <i>[Signature]</i>												
ROSEWOOD DRIVE R/W PLAT	JOB NUMBER 16065														
<p>THE PRODUCT ON THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT BY CIVIL ENGINEERING OF COLUMBIA, INC. WITHOUT WRITTEN PERMISSION, NO PART OF THIS SHEET IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY REPRODUCTION OR TRANSMISSION OF THIS SHEET WITHOUT THE WRITTEN PERMISSION OF CIVIL ENGINEERING OF COLUMBIA, INC. IS STRICTLY PROHIBITED. ANY CERTIFICATIONS, WARRANTIES, OR GUARANTEES SIGNED BY THE ENGINEER OR SURVEYOR IN RECORD OR HEREON SHALL BE VOID AND OF NO EFFECT IF THE PRODUCT DOES NOT MEET THE STANDARD AND REASONABLE CARE OF THESE DOCUMENTS.</p>															
<p>CEC consulting engineering surveying planning 3608 FERNHURST RD., COLUMBIA, SC 29210 TEL: (803) 798-2820 FAX: (803) 798-2825</p>															
<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				NO.	DATE	REVISION DESCRIPTION									
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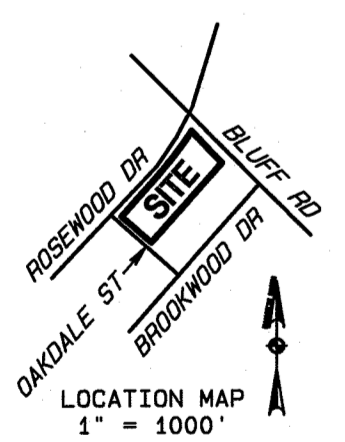
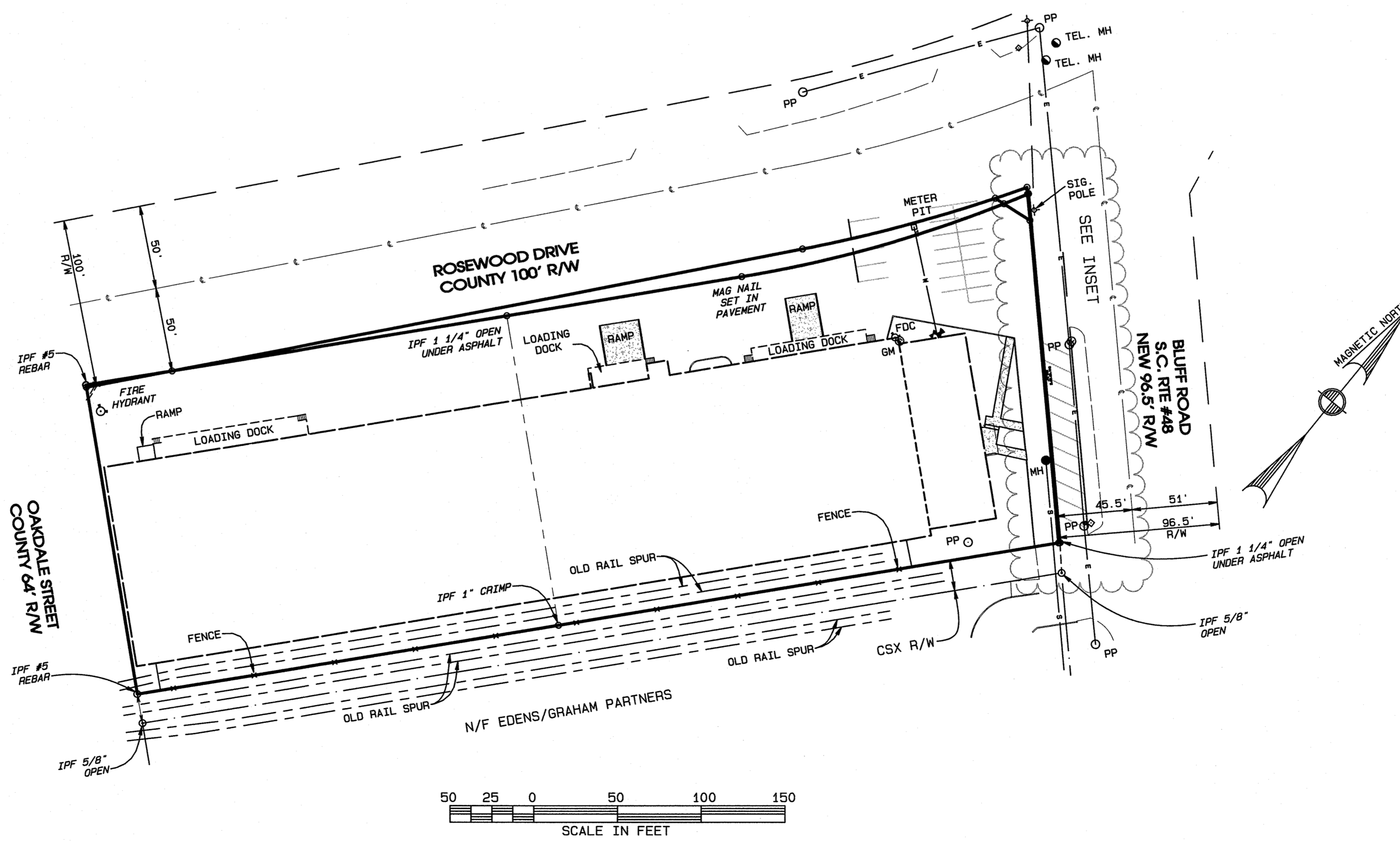
EXHIBIT B-2



CURVE TABLE

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	20.00'	N31°36'31\"E	900.00'	1°16'24\"	20.00'	10.00'
C2	15.30'	S28°22'52\"W	740.00'	1°11'05\"	15.30'	7.65'
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Charles D. Meeler 8-14-17
 CHARLES D. MEELER P.L.S. #12246

711 BLUFF ROAD
 RICHLAND COUNTY, SOUTH CAROLINA

NO.	DATE	REVISION	DESCRIPTION
CEC consulting engineering surveying planning 3608 FERNANDINA ROAD COLUMBIA, SC 29210 TEL: (803) 796-2620 FAX: (803) 796-2625			
BLUFF ROAD R/W PLAT		PREPARED FOR STRASBURGER COLUMBIA, SOUTH CAROLINA CHECKED BY: <i>[Signature]</i> JOB NUMBER 16065	
SCALE SEE BAR SCALES	DATE AUG. 24, 2017	DRAWN N. DELOACH	DESIGNED N/A
DRAWING NUMBER		JOB NUMBER	
1 OF 1		16065	



6. Program Status Update

Discussion Point:

The monthly Progress Report is produced each month and provides a status of where projects in development currently stand. This report is available on the Richland Penny website at <http://www.richlandpenny.com/budget-info/reports/>. In addition, this report will be provided for Transportation Ad Hoc committee members with each monthly meeting of the ad hoc. Staff is available to answer any questions.