

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



**Tuesday, OCTOBER 20, 2020**

**6:00 PM**

**ZOOM MEETING**

# RICHLAND COUNTY COUNCIL 2020



Bill Malinowski  
District 1  
2018-2022



Joyce Dickerson  
District 2  
2016-2020



Yvonne McBride  
District 3  
2016-2020



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker, III  
District 6  
2018-2022



Gwendolyn Kennedy  
District 7  
2016-2020



Jim Manning  
District 8  
2016-2020



Calvin "Chip" Jackson  
District 9  
2016-2020



Dalhi Myers  
District 10  
2016-2020



Chakisse Newton  
District 11  
2018-2022





Richland County Council

Regular Session  
October 20, 2020 - 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,  
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Chakisse Newton

3. **PLEDGE OF ALLEGIANCE**

The Honorable Chakisse Newton

4. **PRESENTATION OF RESOLUTIONS**

a. A Resolution in support of F-35 Joint Strike Fighter  
Basing at McEntire Joint National Guard Base

The Honorable Chakisse Newton

5. **PRESENTATION**

a. Historic Columbia - Renaming of Woodrow Wilson  
House

6. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: October 6, 2020 [PAGES 9-26]

7. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE  
SESSION ITEMS**

Larry Smith,  
County Attorney

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

- a. Coggins v. Richland County (pending litigation) - Receipt of legal advice and plan of action in response to recent Court Order
- b. Potential resolution/settlement of contractual/personnel matter involving former Administrator Gerald Seals

**9. CITIZEN'S INPUT**

The Honorable Paul Livingston

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

**10. CITIZEN'S INPUT**

The Honorable Paul Livingston

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

**11. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown

- a. Coronavirus Update [PAGES 19-35]
- b. Letter to Richland School District 1 [PAGE 36]

**12. REPORT OF THE INTERIM CLERK OF COUNCIL**

Michelle Onley,  
Interim Clerk of Council

**13. REPORT OF THE CHAIR**

The Honorable Paul Livingston

**14. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Paul Livingston

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$30,000,000, for the purpose of acquiring, constructing, equipping, rehabilitating and improving various capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters
- b. Authorizing the issuance of Fire Protection Service General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$8,000,000 for the purpose of acquiring and constructing fire stations and acquiring fire protection equipment; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters

- c. An Ordinance Amending the Fiscal Year 2021 Victim Assistance Fund annual budget by \$153,456 to amend Richland County Sheriff Budget in the VA Fund
- d. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$1,092,456 to pay for the annual costs of body worn and in-car cameras in the Richland County Sheriff's Department General Fund Budget and to amend the Victim's Assistance Budget

**15. APPROVAL OF CONSENT ITEMS**

The Honorable Paul Livingston

- a. 20-019MA  
W. P. Sligh  
RU to NC (2.51 Acres)  
1006 Guise Road  
TMS # R01511-05-10 (Portion) [THIRD READING]  
[PAGES 37-38]
- b. 20-023MA  
Bill Dixon  
RU to RS-MD (99.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01(Portion) [THIRD READING]  
[PAGES 39-40]
- c. 20-024MA  
Bill Dixon  
RU to RM-MD (23.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01 (Portion) and R17115-01-01  
[THIRD READING] [PAGES 41-42]
- d. 20-025MA  
Anil R. Parag  
PDD to amended PDD (1.076 Acres)  
301 Rice Meadow Way  
TMS # R20310-05-01 [THIRD READING] [PAGES 43-44]

**16. THIRD READING ITEMS**

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$30,000,000, for the purpose of acquiring, constructing, equipping, rehabilitating and improving various capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters [PAGES 45-125]
- b. Authorizing the issuance of Fire Protection Service General Obligation Bonds in one or more series, tax-exempt or

taxable, in an amount not to exceed \$8,000,000 for the purpose of acquiring and constructing fire stations and acquiring fire protection equipment; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters [PAGES 126-155]

- c. An Ordinance Amending the Fiscal Year 2021 Victim Assistance Fund annual budget by \$153,456 to amend Richland County Sheriff Budget in the VA Fund [PAGES 156-158]
- d. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$1,092,456 to pay for the annual costs of body worn and in-car cameras in the Richland County Sheriff's Department General Fund Budget and to amend the Victim's Assistance Budget [PAGES 159-161]

## **17. SECOND READING ITEMS**

- a. An Ordinance authorizing consent for annexation to the City of Columbia for .509± Acre on S/S Candi Lane, which is a portion of TMS # 07208-03-02; a part of the Three Rivers Greenway [PAGES 162-163]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters [PAGES 164-237]
- c. For the benefit of Project Sunshine, approving the acquisition and transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto [PAGES 238-252]

## **18. OTHER ITEMS**

- a. An Ordinance extending Ordinance 26-20HR, an emergency ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19
- b. Extension of Grantee Expenditure of COVID-19 Pandemic Relief Grant Funds [PAGE 253]
- c. FY20 - District 2 Hospitality Tax Allocations [PAGES 254-256]
- d. FY20 - District 8 Hospitality Tax Allocations [PAGES 257-258]

- e. FY20 - District 4 Hospitality Tax Allocations [PAGES 259-260]

**19. EXECUTIVE SESSION**

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

**20. MOTION PERIOD**

- a. I move that all County Employees presenting to County Council during an official Council meeting (Regular, Special Called, Public Zoning Hearing or Standing Committee) held on ZOOM have a live camera running during their actual verbal input. The Honorable Jim Manning
  
- b. Direct the Rules Committee to determine which Richland County Boards, Committees and Commissions should have as a qualification that the person applying must reside in the unincorporated area of Richland County only. There are some of these positions where other municipalities appoint individuals and if a person applying for one of those positions resides in that municipality then they should make application through them. Councilman Bill Malinowski
  
- c. I move that Richland County build a new County Courthouse. The Honorable Jim Manning
  
- d. I move that Richland County provide a minimally adequate facility for the Richland County DSS. The Honorable Jim Manning
  
- e. I move that Richland County provide a suitable facility for the Emergency Call Center. The Honorable Jim Manning

**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

REGULAR SESSION  
October 6, 2020 – 6:00 PM  
Via Zoom Meeting

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

**OTHERS PRESENT:** Michelle Onley, Ashiya Myers, Ashley Powell, Angela Weathersby, Leonardo Brown, John Thompson, Dale Welch, Kyle Holsclaw, Clayton Voignier, Jeff Ruble, Jennifer Wladischkin, Dwight Hanna, Michael Maloney, Stacey Hamm, Judy Carter, Brad Farrar, Bill Davis, Michelle Niermeier, Ronaldo Myers, Geo Price, Tamar Black, Michael Byrd, Quinton Epps, Mike King, Paul Brawley, Allen Brown, Randy Pruitt, Brittney Hoyle-Terry, Sandra Haynes, James Hayes and Larry Smith

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Bill Malinowski
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Bill Malinowski
4. **PRESENTATION OF PROCLAMATIONS**
  - a. A Proclamation Recognizing Spring Valley High School Named a “Top 20” National Magnet School of Excellence [MANNING and McBRIDE] – Ms. Onley read the proclamation into the record.
  - b. A Proclamation Recognizing Paris Asmond, Peyton Hightower, Madison Ross, and Olivia Taylor on their 4x400 Amateur Athletic Union Relay Race National Championship Win [MANNING and McBRIDE] – Ms. Onley read the proclamation into the record.
  - c. A Proclamation Recognizing Diane Sumpter on Receiving the Abe Venable Legacy Award for Lifetime Achievement by the US Minority Business Development Agency (MBDA) [MANNING] – Ms. Onley read the proclamation into the record.
5. **APPROVAL OF THE MINUTES**
  - a. Regular Session: September 15, 2020
  - b. Zoning Public Hearing: September 22, 2020
  - c. Special Called Meeting: September 24, 2020

Mr. Malinowski requested that the record reflect that he was not in attendance at the September 24, 2020 Special Called meeting due to him attending the memorial services for the former Clerk to Council, Michelle Cannon-Finch.

Ms. McBride moved, seconded by Ms. Dickerson, to approve the September 15, 2020 and September 22, 2020 minutes as distributed, and the September 24, 2020 minutes as corrected.

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

Not Present: Walker and Kennedy

The vote in favor was unanimous.

6. **ADOPTION OF THE AGENDA** – Ms. Newton moved, seconded by Mr. Malinowski, to add “A Resolution in Support of F-35 Joint Strike Fighter Basing at McEntire Joint National Guard Base” to the Motion Period.

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

Not Present: Walker and Kennedy

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. Terracio, to adopt the agenda as amended.

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

Opposed: Manning

Not Present: Walker and Kennedy

The vote was in favor.

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

a. Project Sunshine

Ms. McBride moved, seconded by Ms. Terraico, to go into Executive Session.

Mr. Malinowski inquired where this item appears on the agenda.

Mr. Livingston responded any action on this matter will be reported out when Council comes out of Executive Session.

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

Opposed: Malinowski

Not Present: Walker and Kennedy

The vote was in favor.

***Council went into Executive Session at approximately 6:22 PM and came out at approximately : PM***

Mr. Manning moved, seconded by Mr. Malinowski to come out of Executive Session.

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

Abstain: Walker – was

Regular Session  
October 6, 2020

2

Not Present: Kennedy

The vote in favor was unanimous.

Ms. McBride moved, seconded by Mr. Walker, for the following action:

- a. First Reading by Title Only “Authorizing the Execution and Delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters
- b. First Reading by Title Only “For the Benefit of Project Sunshine, approving the transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto
- c. Approval of Resolution entitled “Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Sunshine, identifying the project; authorizing the exercise of certain land options; providing for approval of an access agreement and other matters related thereto”

Mr. Manning inquired if this matter had been discussed with the Economic Development Committee.

Mr. Livingston responded the Economic Development Committee recommended approval.

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

Opposed: Myers

The vote was in favor.

8. **CITIZENS' INPUT**

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

9. **CITIZENS' INPUT**

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

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown gave an overview of the DHEC provided information, as it relates to Richland County, as of September 29<sup>th</sup>:
  - ∅ Cases resulting in death: 231 confirmed; 13 probable
  - ∅ Total # of Cases: 14,703 confirmed; 746 probable
  - ∅ Number of Tests: 126,242
  - ∅ Hospitalizations: 731 cases

Regular Session  
October 6, 2020

- o Positivity Rate: 19.8%
- o September 15 – 29 Positivity Rate: 12.1%

Mr. Brown noted Council has participated in several mask giveaways, and there more scheduled in the next few weeks as follows:

District 1:

- o Friarsgate Park, on October 9th from 10:00am-11:30am
- o Ballentine Library, on October 23rd from 10:00am-11:30am

District 2:

- o St. Andrews Park, on October 16th from 11:30am-1:00pm

District 8

- o Decker Center, on November 6th from 10:00am-11:30am

District 9

- o North Springs Park, on October 16th from 10:00am-11:30am
- o Sandhills Library, on October 30th from 10:00am-11:30am

\*\*Mr. Brown noted that Councilman Jackson had provided sites for District 9 mask giveaways before his untimely death.

Mr. Brown stated, as you recall, the State communicated to the counties that they were going to set up a portal by which counties could submit reimbursement requests, in order to receive CARES Act funding. Based on the US Treasury guidelines, the US Treasury's expectation was that counties with populations over 500,000 would receive a direct allocation. Therefore, Greenville County received a \$91M direct allocation. Based on that per capita formula, the expectation is that Richland County would receive between \$69M to \$71M, if the US Treasury guidelines were followed. We have submitted a reimbursement request for approximately \$1.7M. At the same time, we believe the significant difference between that amount of money, and the \$69M or \$71M that could be received, is enough to where Council may want to consider sending a letter to the Governor, and the Legislative Delegation, requesting them to allocate the distribution of funds directly to the County, so it can respond to COVID-19, as the US Treasury anticipated. Included in the agenda packet, is a letter Horry County submitted, as well as a draft letter for Council's consideration.

Ms. McBride stated she thought we had previously discussed this matter and took formal action.

Mr. Brown responded Council did take action. Early on, even before we got into submitting reimbursements, he came to Council and said the State wants us to request funding in this format. They gave us a document that said, "If you sign this agreement, you are agreeing to do this a certain way." Council gave Legal the ability to find out whether or not they could make changes to the agreement, which they did, but the changes did not affect how they are distributing the funding.

Ms. Dickerson moved, seconded by Mr. Malinowski, to authorize the Administrator to go forward with the draft letter to the Governor and Legislative Delegation.

Ms. Newton stated she wanted to ensure, in addition to making ourselves heard, that we are also availing ourselves of other resources, as well (i.e. SCAC).

Mr. Brown responded that he had spoken with Tim Winslow, SCAC. Mr. Winslow stated, once they got the guidelines from the State, he immediately contacted them, and attempted to work with them to accomplish what we are requesting. At the time, the State indicated they were treating it as guidelines, and, with any guidelines, they have the latitude to utilize them as they see fit.

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

Not Present: Kennedy

The vote in favor was unanimous.

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

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning and Newton

Not Present: Kennedy

The motion for reconsideration failed.

Mr. Brown stated the County is currently developing a scope of work for vendors who can provide cleaning/sanitation services for judicial offices.

- b. National Customer Service Week – Mr. Brown stated he sent out messages out to the employment body thanking them for their service, and the importance of customer service in the County.

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

- a. Potential Council Retreat Locations – Ms. Onley presented the potential 2021 Council Retreat locations (Convention Center, Township Auditorium and Columbia Museum of Art) to Council.

Mr. Walker moved, seconded by Mr. Malinowski, to hold the 2021 Council Retreat at the Township Auditorium on January 27-29, 2021.

Ms. Terracio inquired if we will have the ability to livestream and/or record the Retreat as we have in the past.

Ms. Onley responded in the affirmative.

Ms. McBride inquired if we will be meeting in the lower level of the Township.

Ms. Onley responded in the affirmative.

Ms. McBride stated the Township was not always conducive for meeting. She knows the parking is not as good at the Columbia Museum of Art, but the setup was more conducive for meetings.

Ms. Dickerson inquired as to why the Retreat could not be held in Council Chambers.

Ms. Onley responded due to social distancing requirements Chambers would not be an ideal location to hold the Retreat.

Ms. Newton inquired, aside from the date consideration, which facility would be the best choice for Council to have the ability to sit around and have a conversation?

Ms. Onley responded the Convention Center would give us the most space, but there would be an additional cost for catering and AV with them.

Ms. McBride inquired about the Columbia Museum of Art.

Ms. Onley responded we would have the ability to use own caterer and AV with them.

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

Abstain: Manning

Not Present: Kennedy

The vote in favor was unanimous.

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

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker and Newton

Abstain: Manning

The motion for reconsideration failed.

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

13. **APPROVAL OF CONSENT ITEMS**

- a. 20-019MA, W. P. Sligh, RU to NC (2.51 Acres), 1006 Guise Road, TMS # R01511-05-10 (Portion) [SECOND READING]
- b. 20-023MA, Bill Dixon, RU to RS-MD (99.6 Acres), S/E Rabon Road, TMS # R17112-01-01 (Portion) [SECOND READING]
- c. 20-024MA, Bill Dixon, RU to RM-MD (23.6 Acres), S/E Rabon Road, TMS # R17112-01-01 (Portion) and R17115-01-01 [SECOND READING]
- d. 20-025MA, Anil R. Parag, PDD to Amended PDD (1.076 Acres), 301 Rice Meadow Way, TMS # R20305-01 [SECOND READING]
- e. Sewer and Water Connection for Residents Living Within the Southeast Sewer and Water Expansion Zone
- f. Change Order for Division 4 of the Southeast Sewer and Water Expansion Project

Mr. Manning moved, seconded by Ms. Newton, to approve the consent items.

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

Not Present: Kennedy

The vote was in favor.

14. **THIRD READING ITEMS**

- 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, 2020, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2020, through June 30, 2021 – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

Opposed: Malinowski and Walker

Not Present: Kennedy

The vote in favor was unanimous.

- b. An Ordinance authorizing deed to the City of Columbia for Clemson Road Widening 12" water line relocation; Richland County TMS #s 25700 and 25800 (portion) – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

Not Present: Kennedy

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. McBride, to reconsider Items 14(a) and (b).

In Favor: Malinowski and Walker

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

Not Present: Kennedy

The motion for reconsideration failed.

15. **SECOND READING ITEMS**

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$30,000,000, for the purpose of acquiring, constructing, equipping, rehabilitating and improving various capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related – Ms. McBride moved, seconded by Mr. Manning, to approve this item.

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

Opposed: Malinowski and Walker

Not Present: Kennedy

The vote in favor was unanimous.

- b. Authorizing the issuance of Fire Protection Service General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$8,000,000 for the purpose of acquiring and constructing fire stations and acquiring fire protection equipment; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters – Ms. McBride moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski stated Ballentine/White Rock and Springhill fire stations need to be added to the fire projects, which are listed on p. 139 of the agenda packet.

Ms. Terracio inquired if Chief Jenkins has been consulted on the fire projects.

Mr. Byrd responded these are projects/stations in the unincorporated area of the County that have been in the planning phase for several years. We have discussed station expansion with these stations, but we have not specifically talked with Chief Jenkins in the last several months.

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

Opposed: Walker

The vote was in favor

- c. An Ordinance Amending the Fiscal Year 2021 Victim Assistance Fund Annual Budget by \$153,456 to amend Richland County Sheriff's Budget in the VA Fund – Ms. McBride moved, seconded by Mr. Walker, to approve this item.

Mr. Malinowski stated, for clarification, Victim's Assistance is listed in the item and again in the next item [15(c)]. He inquired if that is correct.

Mr. Hayes responded the Victim's Assistance fund is partially supported by the General Fund; therefore, it has to be included in both items in order for us to transfer the funds out of the General Fund and to the Victim's Assistance Fund.

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

Opposed: Malinowski

The vote was in favor.

- d. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$1,092,456 to pay for the annual costs of body worn and in-car cameras in the Richland County Sheriff's Department General Fund Budget and to amend the Victim's Assistance Budget – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

Regular Session  
October 6, 2020

8



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

Opposed: Malinowski

The vote was in favor.

16. **REPORT OF THE ADMINISTRSTION AND FINANCE COMMITTEE**

- a. Richland School District One’s Recommendation to Deny Richland County’s Request for an Additional \$500,000 Payment for the Southeast Sewer and Water Expansion Project – Ms. Dickerson stated the committee recommended denial of the draft IGA. If the expenditure for closing the lagoon exceeds the surplus, the County will request payment.

Ms. Newton requested clarification on the committee’s recommendation. The way she read the document, there was a recommendation to submit the IGA to Richland School District One stipulating that we were going to accept their funding, as well as the funding from DHEC, and if there were any additional charges we would invoice them.

Ms. Dickerson responded that is the correct recommendation.

Dr. Thompson stated, in essence, Richland School District One is denying the additional \$500,000 to the County. The County’s position is to reject the school district’s denial, and we are going to pursue the \$500,000. We will be waiving the tap fees and providing additional services to the school district; therefore, it behooves them to provide the \$500,000.

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

Opposed: Livingston and Manning

Not Present: Kennedy

The vote was in favor.

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

In Favor: Livingston

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

Not Present: Kennedy

The motion for reconsideration failed.

- b. Sewer Request for the Farm at McCord’s Ferry Road – Ms. Dickerson stated the committee to direct staff to issue a sewer availability letter that permits the developer to connect the Farm at McCords Ferry Subdivision to the City of Columbia sewer collection subject to the following conditions: 1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEP). 2. The developer shall install an 8” force main that can convey all the sewer flow from the development to the County’s Garners Ferry pump station. 3. At the completion of the SESWEP, the developer shall disconnect from the City of Columbia and reconnect to the County’s sewer system using the 8”

force main already installed. All cost associated with disconnection and reconnection shall be the responsibility of the developer.

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

Not Present: Kennedy

The vote in favor was unanimous.

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

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

Not Present: Kennedy

The motion for reconsideration failed.

- c. Broad River Wastewater Treatment Facility (WWTF) Headwork and Emergency Storage (Lagoon) Upgrade – Ms. Dickerson stated the committee recommended to awarding the Broad River WWTF Headwork and emergency storage (Lagoon) upgrade to Republic Contracting Corporation.

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

Not Present: Kennedy

The vote in favor was unanimous.

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

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

Not Present: Kennedy

The motion for reconsideration failed.

17. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. A Resolution approving the 2020 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired why the Village at Sandhill, LLC and the Saluda Dam, LLC have not paid for several years.

Mr. Jones responded that he does not know why they were not paid timely, but the payments have been made or the properties would be subject to sale.

Mr. Malinowski inquired if the heading on Table E is then incorrect.

Mr. Jones responded, based upon the time which the report was prepared, it is not an incorrect heading.

Mr. Malinowski inquired why there are 12 properties that have no assessments.

Mr. Jones responded those properties prepaid their assessments, which they are allowed to do per statute.

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

Not Present: Kennedy

The vote in favor was unanimous.

18. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

I. **ITEMS FOR ACTION**

- a. Proposed CMRTA Board Member Qualifications – Mr. Malinowski stated the committee recommended to approve the qualifications and criteria the CMRTA would like the members wishing to service on the Board have in their background.

Mr. Manning inquired if this is something the CMRTA wants, or if this is something the committee will be doing for all board and commission appointments.

Mr. Malinowski responded this is strictly for CMRTA.

Ms. Dickerson stated a lot of times the Board does not get business taken care of because we have people who not understand what transportation actually entails.

Mr. Manning inquired if the Library's criteria/qualifications came before Council.

Mr. Malinowski responded he does not recall Council taking it up.

Mr. Manning inquired if the committee will still be interviewing the applicants to ascertain if they meet these qualifications.

Mr. Malinowski responded in the affirmative.

Ms. Dickerson stated it may be a good idea for Council to review the qualifications and suggest any recommended changes.

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

Not Present: Kennedy

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Dickerson, to reconsider this item.

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

Not Present: Kennedy

The motion for reconsideration failed.

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

- a. Polo Rd. Widening Service Order – Mr. Manning stated the committee recommended approval of Service Order #11 to Cox & Dinkins for the design of Polo Road Widening, as described in the scope of work.

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

Opposed: Walker and Myers

Not Present: Kennedy

Mr. Manning moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Walker and Myers

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

Not Present: Kennedy

The motion for reconsideration failed.

- b. I-26 Widening Mitigation Credit Sales – Mr. Manning stated the committee is approve the sale of 6.76 wetlands credits to Weyerhaeuser NR Company for the SCDOT I-26 Interchange Widening Project for \$125,974.40.

Ms. Myers noted the entirety of this mitigation bank is on Old Bluff Road, which is in a blighted portion of Richland County. There has not been any proposed improvements to Old Bluff Road, yet there is a multimillion dollar mitigation bank, with mitigation bank credit sales, to be used to improve other parts of Richland County. Therefore, she will be voting against this item.

In Favor: Malinowski, McBride, Livingston, Terracio and Manning

Oppose: Walker, Myers and Newton

Abstain: Dickerson

Not Present: Kennedy

The vote was in favor.

Mr. Manning moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Walker, Myers and Newton

Opposed: Malinowski, McBride, Livingston, Terracio and Manning

Abstain: Dickerson

Not Present: Kennedy

The motion for reconsideration failed.

- c. Petition for Annexation of Richland County property- Three Rivers Greenway/Saluda Riverwalk – Mr. Manning stated the committee is for First Reading approval of the petition.

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

Opposed: Walker

Not Present: Kennedy

The vote was in favor.

- d. Transportation Department Organization – Mr. Manning stated the committee recommended approval to create the Transportation Department Finance Manager position. The funding has already been approved for the position. At the committee's October meeting, they will take up the organization chart.

Mr. Livingston inquired if this was staff's recommendation.

Mr. Manning responded in the affirmative.

Ms. Newton inquired if the current organizational chart does not represent where this new position will be, and we will be provided an updated organizational chart at the next committee meeting. In addition, where does the new position fit into the organizational chart?

Mr. Manning responded that the new organizational chart will be presented at the next committee meeting. The position will report to the Transportation Director.

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

Not Present: Kennedy

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to reconsider this item.

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

Not Present: Kennedy

The motion for reconsideration failed.

20. **OTHER ITEMS**

a. FY21 Budget Considerations:

1. School Resource Officers – Chief Cowan stated he provided Council with updated documentation, which gave additional information regarding this matter.

Ms. Newton noted on p. 346 of the agenda packet it mentions the reallocation for 150 employees not impacted by Phase I or II of the Total Rewards. She was under the impression the only part of Total Rewards that was approved was Phase I. She requested clarity on this.

Chief Cowan responded that was a previous document that was submitted. The Council packet does not have the most up to date documentation. The reallocation of funds were specifically recurring dollars the Sheriff utilized to put toward Phase I and II for personnel that would not have received anything the way the program was set up. He stated they were under the impression that the two phases were approved. The financing may not have been, but the phases themselves were approved. Either way there were 150 people within the department that did not receive anything under the Total Rewards Program, which is why the funds were reallocated.

Ms. Hamm responded Phase I was to bring the employees up the minimum and Phase II was the January raise where we started to move the employees toward the mid-point, but only part of the money was moved for Phase II.

Ms. Newton stated, for clarification, we did not approve funding for Phase II.

Ms. Hamm responded we only provided funding for approximately 25% of Phase II. We approve \$1.5M for the 6 months.

Ms. Newton inquired as to what portion of that would have been allocated for the Sheriff's Department.

Mr. Hayes responded a very small portion of the Sheriff's School Resource Officers were funded in Phase II. He would have to research the exact amount that pertains to the School Resource Officers.

Mr. Livingston inquired if the School Resource Officers received funding in Phase I.

Chief Cowan responded they reallocated funds, within their budget, to cover the SROs because there was not funding allocated to cover the SROs in Phase I or II.

Mr. Malinowski stated, it his understanding, not everyone was receiving a raise.

Ms. Hamm stated that not all employees qualified for a raise.

Chief Cowan stated, under the criteria approved by Council, everyone they reallocated funding for should have received something, and they did not. Therefore, they had to reallocate funds to do so.

Mr. Malinowski inquired as to why enough funds were not provided for the employees that were supposed to get raises.

Ms. Hamm responded the funding was in the Non-Departmental General Fund Budget.

Mr. Hayes responded for Phase I (August 2019) we budgeted \$1.8M, which were carried over from the COLA budget approved in January 2019. At that point, the allocation of who would receive a raise was turned over to Human Resources. With Phase II, Council approved \$1.5M, which annualized would be \$3M in FY21. The Budget Department managed the resources, but they did not determine what entities got the funding.

Mr. Hanna stated he could not speak to the number of SROs, but as he recalls there were several positions that needed to be "corrected". He noted they had already allocated the funding approved by Council when these positions were identified. Once they were identified, there was an agreement, by the Sheriff's Department, that they would use their approved funding.

Mr. Manning inquired if the issue is the approval of the SRO budget, or is the issue Total Rewards.

Mr. Hanna stated, it is his understanding, the Sheriff's Department's request is related to the budget. There have been some questions about Total Rewards.

Mr. Manning moved, seconded by Mr. Walker, to approve this item for 2<sup>nd</sup> Reading.

Mr. Malinowski noted there was language used in the updated documentation from Chief Cowan that indicated there were reductions in their budget for the last 3 years, the Sheriff's Department's budget had taken numerous cuts, and to bridge the gaps created by reduction in funding. He noted this language needs to be corrected, as the County never cut the Sheriff's Department budget. According to his research, over the last 5 years, the Sheriff's Department has received an increase in their budget every year, which equates to a \$4.8 increase.

Mr. Livingston inquired as to the dollar amount that is being requested.

Mr. Hayes responded it would be approximately \$921,000.

Mr. Brown stated this is one of those scenarios where you have two parties that are both right. The financial dollars that Chief Cowan is presenting is the financial impact. Mr. Hayes is presenting a fiscal impact. He is talking about the budget that was approved versus the budget that we will need to make the actual numbers match. If Council chooses to approve the Sheriff's request, they will need to approve \$921,000. Financially, you will be increasing the Sheriff's Department's dollars by \$727,000.

Chief Cowan noted that 75% of the cost for the SRO Program is billed to the school district.

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

Opposed: Terracio

Not Present: Kennedy

The vote was in favor.

2. Approval to fund Central Midlands COG at the FY21 contractual amount of \$194,977. The current amount approved for FY21 is \$189,298 – Ms. Newton moved, seconded by Mr. Walker, to approve this item.

Mr. Malinowski stated, for clarification, this is an amount we are obligated to pay because of State law.

Mr. Brown responded in the affirmative.

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

Not Present: Kennedy

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

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

Not Present: Kennedy

The motion for reconsideration failed.

- b. Prisma Health's Request to Use Columbia Place Mall for COVID-19 Testing – Mr. Brown stated the County received a request for Prisma Health to utilize Columbia Place Mall for COVID-19 Testing. The request is being brought before Council because we have a County Building Use Policy which only addresses two (2) facilities: Decker Center and the parking lot. His recommendation would be to approve Prisma Health's request. Legal and Risk Management has reviewed an agreement and it has been submitted to Prisma Health.

Mr. Manning moved, seconded by Ms. McBride, to add to the County Building Use Policy the ability for the County Administrator to make decisions about the Columbia Place Mall and its parking lot.

Ms. McBride noted that she is excited about Prisma Health utilizing Columbia Place Mall. She feels it is an ideal location because people can drive, use public transportation or walk to this location.

Mr. Malinowski stated he does not know if we can act on Mr. Manning's motion because we do not have anything on the agenda about changing Richland County's use policy.

Mr. Manning withdrew his motion.

Mr. Malinowski request clarification on whether Risk Management supports the endeavor because p. 364 of the agenda contains the following statement: "Risk Management's general recommendation that unoccupied County properties not be made available for use by third parties."

Mr. Brown responded that Risk Management gave an assessment, which is including in the agenda packet. In his previous statement, he was referring to the document we sent to Prisma Health that was recommended by Legal. Prisma Health made minor changes to the document. Legal and Risk Management reviewed those changes and indicated they approved the revised document. He has



taken into consideration Risk Management's concerns; however, he believes we have the appropriate indemnification within the legal agreement, which would cover us.

Ms. McBride moved, seconded by Ms. Dickerson, to approve the Administrator's recommendation to allow Prisma Health to use Columbia Place Mall for COVID-19 testing.

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

Opposed: Malinowski

Not Present: Kennedy

The vote was in favor.

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

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

Not Present: Kennedy

The motion for reconsideration failed.

- c. FY20 – District 5 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Mr. Manning, to approve Items 20(c) and (d).

Mr. Walker stated, as always, he will be voting against this item because he feels the program needs to be revisited.

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

Opposed: Walker

Not Present: Kennedy

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider Items 20(c) and (d).

In Favor: Walker

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning, Myers and Newton

Not Present: Kennedy

The motion for reconsideration failed.

- d. FY20 – District 2 Hospitality Tax Allocations – This item was taken up with Item 20(c).

21. **EXECUTIVE SESSION** – No Executive Session items.

22. **MOTION PERIOD**

- a. I move to restore \$37,561 to the Richland County Conservation Program Historic Preservation Grants from the Richland County Conservation Commission Reserve Account to be allocated in the FY21 grants program [TERRACIO] – This item was referred to A&F Committee.
- b. A Resolution in support of F-35 Joint Strike Fighter Basing at McEntire Joint National Guard Base [NEWTON] – Ms. Newton moved, seconded by Mr. Manning, to unanimously adopt the resolution and present it at the October 20<sup>th</sup> Council meeting.

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

Not Present: Kennedy

The vote in favor was unanimous.

- c. Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylors Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park [MYERS] – This item was referred to the A&F Committee.
- d. Move to engage a third-party design-build company to begin work on the \$2M SE Richland County multi-purpose facility, as approved by Council in 2018. The funds were earmarked and approved, but RC staff has not undertaken any planning or construction of the Council-approved project by the end of November 2020 [MYERS] – This item was referred to the A&F Committee.
- e. Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction [MYERS] – This item was referred to the Richland Renaissance Ad Hoc Committee.
- f. I move the “Public Places/Establishments” in County ordinances include restaurants, taverns, lodges, parking lots, public places where children or students attend and/or normally congregate [DICKERSON] – This item was referred to the Rules & Appointments Committee.

23. **ADJOURNMENT** – The meeting adjourned at approximately 9:00 PM.



## Report of the County Administrator

Regular Session - October 20, 2020

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### CORONAVIRUS UPDATE:

#### 1. COVID 19 Statistical Data

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

#### 2. Mask Giveaway Events

There have been multiple mask giveaway events held in Richland County. Councilmembers have routinely distributed masks in one of the following ways: via county hosted event, partnering with other local agencies to give away masks during community outreach events, or supplying masks for community agencies to distribute to their members. Recent scheduled events were held in Districts 1,2,3,9. This does not include mask drop offs done individually by Councilmembers.

There are mask giveaways currently scheduled for:

- District 1
  - Ballentine Library, on October 23<sup>rd</sup> from 10:00am-11:30am
- District 4
  - Grace Christian Church, on October 24<sup>th</sup> from 9:00am-11:00am
- District 8
  - Decker Center, on November 6<sup>th</sup> from 10:00am-11:30am
- District 9
  - Sandhills Library, on October 30<sup>th</sup> from 10:00am-11:30am

#### 3. SCDHEC and PRISMA Giving Free Flu Shots in Richland County Throughout October

People can get the free flu shots throughout October at the following locations and dates:

- Wednesdays and Thursdays in October from 3-6 p.m. Prisma Health- Richland Hospital campus, 9 Medical Park, Columbia
- Saturday, Oct. 17, 9 a.m.–1 p.m., St. Andrews Middle School, 1231 Bluefield Dr., Columbia
- Saturday, Oct. 17, 9 a.m.–1 p.m., Fairfield Middle School, 728 U.S. Hwy. 321, Bypass S., Winnsboro
- Saturday, Oct. 24 from 9 a.m.–1 p.m., Brookland Baptist Church, 1066 Sunset Blvd., West Columbia
- Saturday, Oct. 24 from 9 a.m.–1 p.m., Dreher High School, 3319 Millwood Ave., Columbia

- Saturday, Oct. 31 from 9 a.m.–1 p.m., W.A. Perry Middle School (Challenger Parking Lot), 2600 Barhamville Rd., Columbia
- Saturday, Oct. 31 from 9 a.m.–1 p.m., Eau Claire High School, 4800 Monticello Rd., Columbia

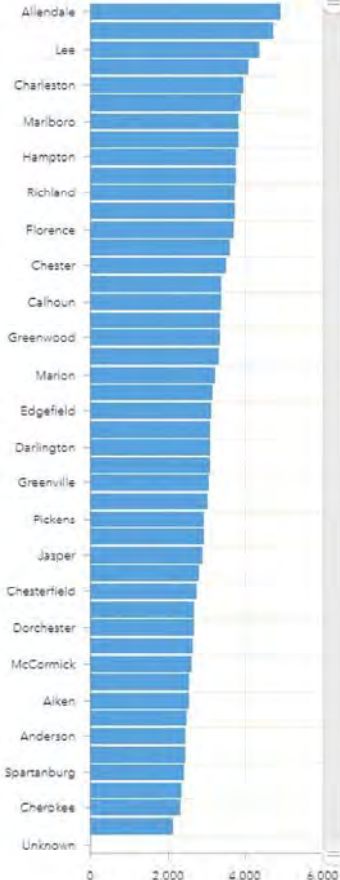
**ADDITIONAL UPDATES FOR CONSIDERATION:**

**1. Request Letter to Richland One School District**

**ATTACHMENTS:**

1. SCDHEC COVID-19 Statistical Data
2. Letter to Richland School District 1 – Southeast Sewer and Water Expansion Project Funding

Rate per 100k population



Deaths in Individuals with COVID-19 infection

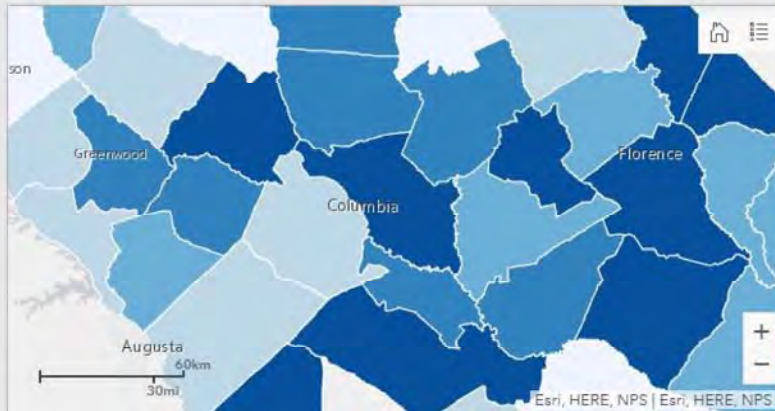
Confirmed: 243  
Probable: 15

[Read more](#)

Total Positive Cases

Confirmed: 15,435  
Probable: 931

[Read more](#)

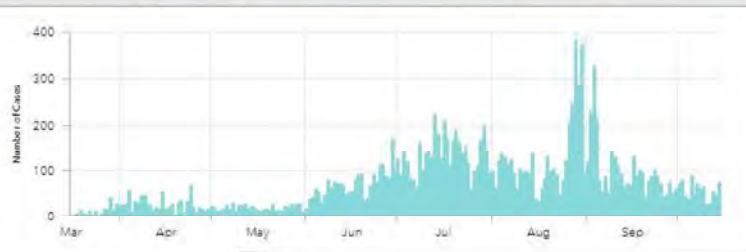


[Coronavirus Map](#)

[Hospital](#)

[Specimen Collection Site](#)

[Alternate Care Site](#)



[New Cases Per Day \(Epi Curve\)](#)

[Cumulative Cases](#)

County Cases Information

[Read more](#)

**Richland**  
Rate (per 100k): 3,712.49  
Cases--Confirmed positives: 15,435,  
Probable: 931  
Deaths--Confirmed: 243, Probable: 15

Data sources: DHEC Feature layer: [Here](#)

Disclaimer: The hospitals displayed on the map are provided so that people can search for their nearest health facility. The case counts are preliminary and subject to change. The alternate specimen collection sites are also preliminary.

Rate (per 100k)

Deaths

Cases

# COVID-19 in South Carolina

As of 11:59 PM on 10/14/2020

Number of Tests | Richland

**155,161**

[Go to Testing](#)

Cases | Richland

**16,366**

[Go to Cases](#)

Hospitalizations | Richland

**768**

[Go to Hospitalizations](#)

Deaths | Richland

**258**

[Go to Deaths](#)

## Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (October 1, 2020 - October 14, 2020) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

Select a county to display county-specific information

Click the county again to return to the full state map



© OpenStreetMap

Low Incidence: 0-50

Moderate Incidence: 51-200

High Incidence: >200

## State Recovery Estimate

**92.2%**

As of October 14, 2020, of the total positive cases of COVID-19 in South Carolina (161,106), we have symptom onset data (meaning the date when a person first showed signs of illness) for 89,707 of those individuals. Of those individuals, 2,440 have unfortunately died. Our recovery rate data is based on symptom onset information, so the percentages below are based on the number of individuals we have symptom onset data for, NOT the total number of cases in the state.

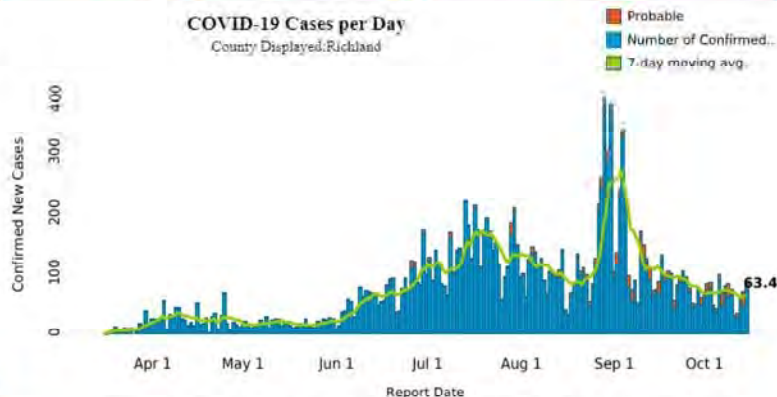
As of October 14, 2020, 92.2% of those 87,267 individuals for which we have symptom onset data are estimated to have recovered from COVID-19, and 7.8% are estimated to remain ill.

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

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

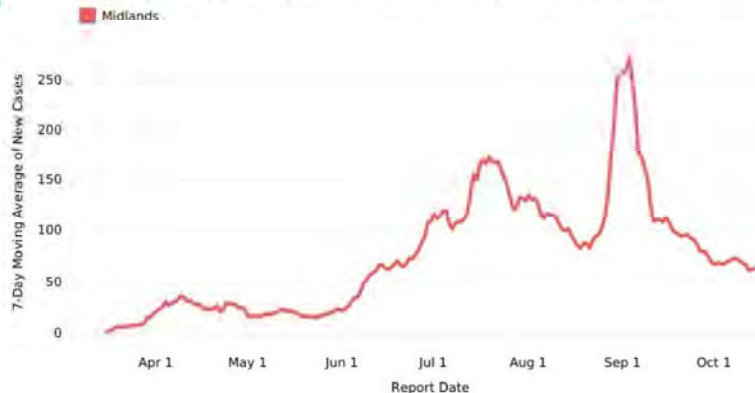
## COVID-19 Cases per Day

County Displayed: Richland



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

Midlands





Number of Tests | Richland

**155,161**

Select Date Range  
to Filter Page Values



Percent Positive | Richland

**18.4%**

**Rate of COVID-19 Tests Performed**

County Displayed: Richland | Dates Displayed: 2/26/2020 to 10/14/2020



OpenStreetMap

**Type of COVID-19 Tests Being Performed**

County Displayed: Richland | Dates Displayed: 2/26/2020 to 10/14/2020

	Positive	Negative	Grand Total
<b>Viral (Molecular)</b>	21,352	120,907	142,259
<b>Antigen</b>	1,697	5,405	7,102
<b>Antibody (Serology)</b>	595	4,878	5,473
<b>Unknown</b>	19	308	327
<b>Grand Total</b>	<b>23,663</b>	<b>131,498</b>	<b>155,161</b>

24.7% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

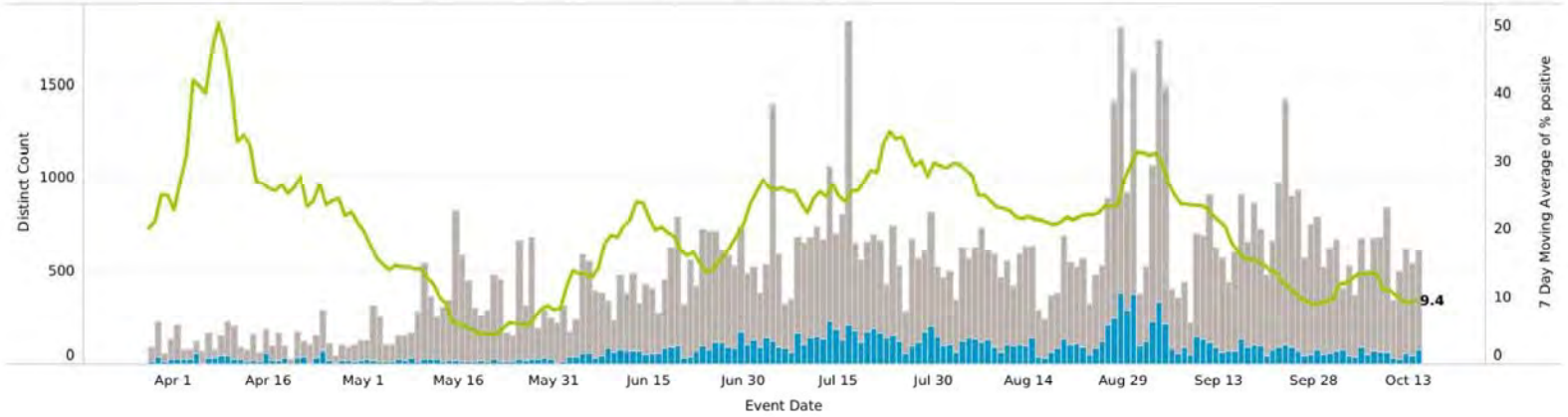
Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.  
\*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

**Moving 7 Day Average Percent Positive of COVID-19 Tests**

County Displayed: Richland | Dates Displayed: 2/26/2020 to 10/14/2020

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

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





Number of Tests | Richland

11,447

Select Date Range  
to Filter Page Values

9/30/2020

10/14/2020

Percent Positive | Richland

11.0%

Rate of COVID-19 Tests Performed

County Displayed: Richland | Dates Displayed: 9/30/2020 to 10/14/2020



© OpenStreetMap

Type of COVID-19 Tests Being Performed

County Displayed: Richland | Dates Displayed: 9/30/2020 to 10/14/2020

	Positive	Negative	Grand Total
<b>Viral (Molecular)</b>	1,064	8,643	9,707
<b>Antigen</b>	242	1,244	1,486
<b>Antibody (Serology)</b>	31	211	242
<b>Unknown</b>		12	12
<b>Grand Total</b>	1,337	10,110	11,447

14.2% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

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

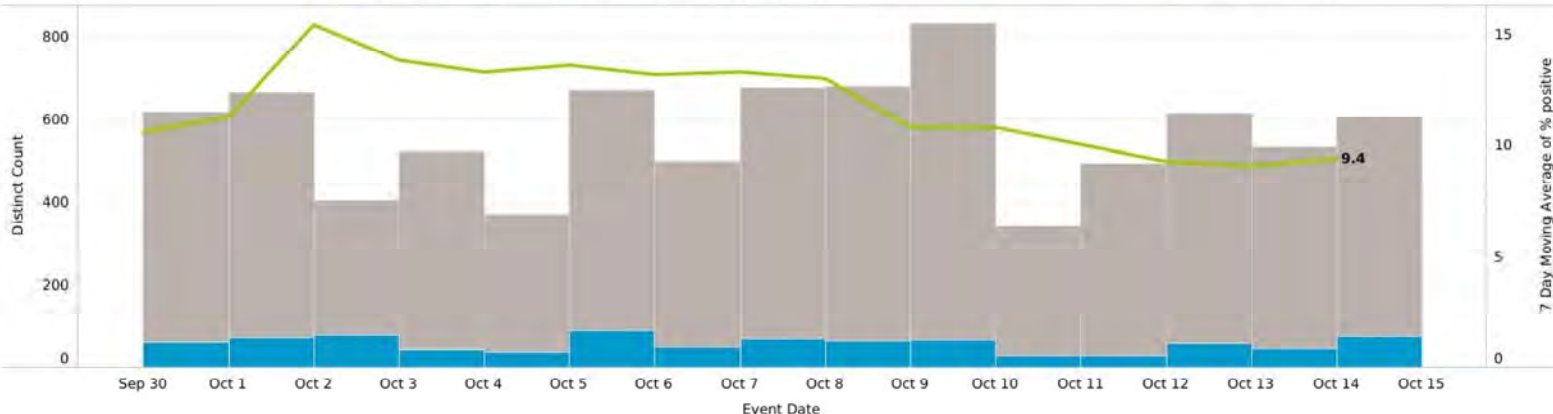
\*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

Moving 7 Day Average Percent Positive of COVID-19 Tests

County Displayed: Richland | Dates Displayed: 9/30/2020 to 10/14/2020

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

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







# COVID-19 in South Carolina

As of 11:59 PM on 10/14/2020



Cases | All

## 161,106

Select Date Range  
to Filter Page Values

3/4/20  10/14/20

Past 2 weeks | All

## 11,870

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

County Displayed: All | Dates Displayed: 3/4/20 to 10/14/20

Select a county to display county-specific information

Click the county again to return to the full state map



Rate per 100,000  
2,161 4,903

### Number of Reported COVID-19 Cases, by ZIP Code

County Displayed: All | Dates Displayed: 3/4/20 to 10/14/20

Search by ZIP code

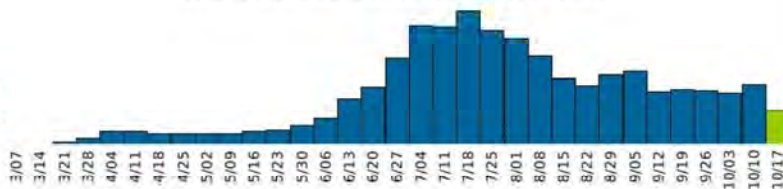
Finding your ZIP? Select a county then use the dropdown above. Clear your selection before exploring another county.



1-50 Cases  
51-99 Cases  
100-249 Cases  
250-500 Cases  
>500 Cases

### Reported COVID-19 Cases, by Week of Report

County Displayed: All | Dates Displayed: 3/4/20 to 10/14/20



### COVID-19 among Healthcare Workers

Note: Data is suppressed for fewer than 5 cases

## 8895

County Displayed: All | Dates Displayed: 3/4/20 to 10/14/20

Note: Data is suppressed for fewer than 5 cases

### Reported COVID-19 Cases, by Race

All



Black | White | Other  
Asian/Pacific Islander  
Unknown | Under Investigation

### Reported COVID-19 Cases, by Ethnicity

All



Hispanic or Latino  
Not Hispanic or Latino  
Unknown

### Reported COVID-19 Cases, by Sex

All

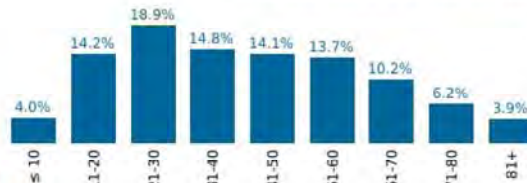


Female | Male | Unknown

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

County Displayed: All | Dates Displayed: 3/4/20 to 10/14/20

Note: Data is suppressed for fewer than 5 cases



Avg. age **41 years**

Max. age **110 years**

Median age **39 years**

Min. age **0 years**

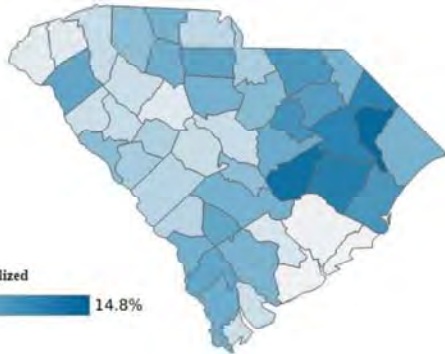


Percent of COVID-19 Cases Who Were Hospitalized At Time of Illness

County Displayed: All

Select a county to display county-specific information

Click the county again to return to the full state map



Percent of Cases Hospitalized

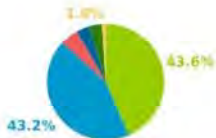
3.4% 14.8%

© OpenStreetMap

County Displayed: All

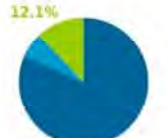
Note: Data is suppressed for fewer than 3 cases

Hospitalized COVID-19 Cases, by Race



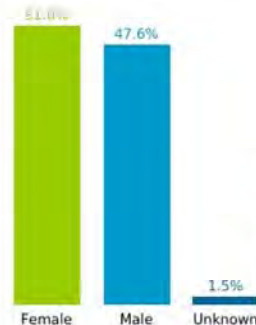
Black | White | Other  
Unknown | Under Investigation

Hospitalized COVID-19 Cases, by Ethnicity



Hispanic or Latino  
Not Hispanic or Latino  
Unknown

Hospitalized COVID-19 Cases, by Sex



COVID-19 Hospitalizations

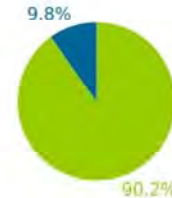
9,798

Hospitalization Reported at Time of Illness

County Displayed: All

Hospitalized?

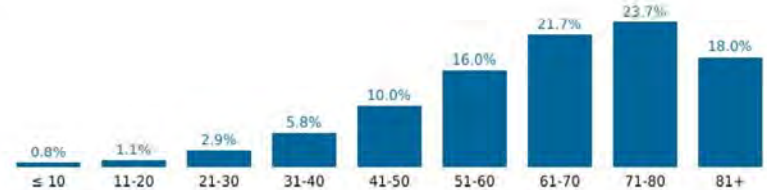
No  
Yes



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

County Displayed: All

Note: Data is suppressed for fewer than 5 cases



Avg. age	64 years
Max. age	106 years
Median age	67 years
Min. age	0 years



Deaths | Richland

258

Percent of Deaths with Comorbid Conditions | State

78%

[Go to Comorbidity Details](#)

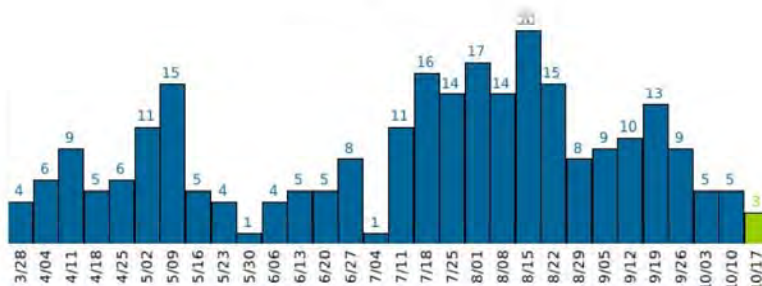
Reported Deaths due to COVID-19, by County  
County Displayed: Richland

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



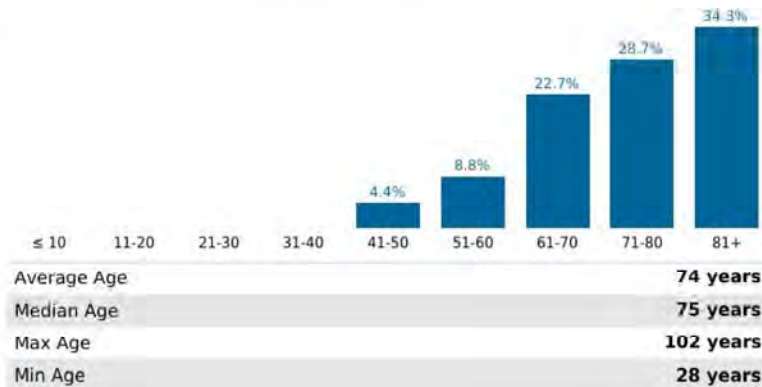
© OpenStreetMap

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



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

Note: Data is suppressed for fewer than 5 cases

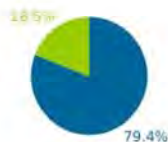


Reported COVID-19 Deaths, by Reported Race



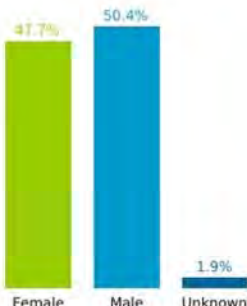
Black | White | Other  
Unknown | Under Investigation

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



Hispanic or Latino  
Not Hispanic or Latino  
Unknown

Reported COVID-19 Deaths, by Reported Sex



**RICHLAND COUNTY  
ADMINISTRATION**

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

Attachment 2



October 15, 2020

Craig Witherspoon, Ed.D.  
Superintendent  
Richland County School District One  
1616 Richland Street  
Columbia, South Carolina 29201

Dear Dr. Witherspoon:

At its October 6, 2020 regular session meeting, Richland County Council voted to reject Richland County School District One's (District) May 13, 2020 letter stating that, "the additional \$500,000 request should not be needed" for the Southeast Sewer and Water Expansion Project (SESWEP). Therefore, this letter is a request from Richland County to seek the additional \$500,000 in payment for construction of the infrastructure for the three schools and decommissioning of the lagoons at Gadsden Elementary School, Hopkins Elementary School, and Hopkins Middle School. The request for these funds will bring the District's financial contribution for construction and closeout to \$2.5 million.

In addition to the \$2.5 million, Richland County will receive \$1 million from the South Carolina Department of Health and Environmental Control (DHEC) through the Clean Water State Revolving Fund to build the infrastructure at the three schools. The total financial contribution from the District and DHEC towards the construction and closeout at the three schools is \$3.5 million.

The SESWEP also includes the decommissioning of the lagoons at each of the three schools. Richland County has received a quote of \$1.2 million from its contractor to close out the lagoons. However, should the close-out exceed the \$3.5 million, the District will be responsible for covering those expenditures.

Please let me know if you have any questions regarding this letter.

Best,

  
Leonardo Brown, MBA, CPM  
County Administrator

# Richland County Council Request for Action

**Subject:**

20-019MA  
W. P. Sligh  
RU to NC (2.51 Acres)  
1006 Guise Road  
TMS # R01511-05-10 (Portion)

**Notes:**

First Reading: September 22, 2020  
Second Reading: October 6, 2020  
Third Reading:  
Public Hearing: September 22, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 01511-05-10 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 01511-05-10 from Rural district (RU) to Neighborhood Commercial district (NC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 22, 2020  
First Reading: September 22, 2020  
Second Reading: October 6, 2020  
Third Reading: October 20, 2020

## Richland County Council Request for Action

**Subject:**

20-023MA  
Bill Dixon  
RU to RS-MD (99.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01(Portion)

**Notes:**

First Reading: September 22, 2020  
Second Reading: October 6, 2020  
Third Reading:  
Public Hearing: September 22, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17112-01-01 (P) FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY (RS-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17112-01-01 (P) from Rural District (RU) to Residential Single-Family Medium Density (RS-MD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       September 22, 2020  
First Reading:       September 22, 2020  
Second Reading:     October 6, 2020  
Third Reading:       October 20, 2020



## Richland County Council Request for Action

**Subject:**

20-024MA  
Bill Dixon  
RU to RM-MD (23.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01 (Portion) and R17115-010-01

**Notes:**

First Reading: September 22, 2020  
Second Reading: October 6, 2020  
Third Reading:  
Public Hearing: September 22, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17112-01-01 (P) AND # R17115-01-01 FROM RURAL DISTRICT (RU) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY (RM-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17112-01-01 (P) and # 17115-01-01 from Rural District (RU) to Residential Multi-Family Medium Density (RM-MD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 22, 2020  
First Reading: September 22, 2020  
Second Reading: October 6, 2020  
Third Reading: October 20, 2020

## Richland County Council Request for Action

**Subject:**

20-025MA  
Anil R. Parag  
PDD to amended PDD (1.076 Acres)  
301 Rice Meadow Way  
TMS # R20310-05-01

**Notes:**

First Reading: September 22, 2020  
Second Reading: October 6, 2020  
Third Reading:  
Public Hearing: September 22, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R20310-05-01 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R20310-05-01 from Planned Development District (PDD) To Planned Development District (PDD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       September 22, 2020  
First Reading:       September 22, 2020  
Second Reading:     October 6, 2020  
Third Reading:       October 20, 2020

## Richland County Council Request for Action

**Subject:**

Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$30,000,000, for the purpose of acquiring, constructing, equipping, rehabilitating and improving various capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters

**Notes:**

First Reading: September 15, 2020

Second Reading: October 6, 2020

Third Reading: October 20, 2020 {Tentative}

Public Hearing: October 20, 2020

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**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_\_**

**AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$30,000,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, REHABILITATING AND IMPROVING VARIOUS CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: [OCTOBER 20], 2020**

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**TABLE OF CONTENTS**

Section 1.	Findings.....	1
Section 2.	Authorization and Details of the Bonds .....	1
Section 3.	Delegation of Certain Details of the Bonds to the County Administrator .....	2
Section 4	Registrar/Paying Agent .....	2
Section 5.	Registration and Transfer .....	2
Section 6.	Record Date.....	2
Section 7.	Lost, Stolen, Destroyed or Defaced Bonds .....	3
Section 8.	Book-Entry System .....	3
Section 9.	Execution of Bonds .....	4
Section 10.	Form of Bonds.....	4
Section 11.	Security for Bonds.....	4
Section 12.	Exemption from State Taxation .....	4
Section 13.	Sale of Bonds, Form of Notice of Sale.....	4
Section 14.	Deposit and Application of Bond Proceeds .....	5
Section 15.	Preliminary and Final Official Statement.....	5
Section 16.	Defeasance .....	5
Section 17.	Authority to Issue Bond Anticipation Notes .....	6
Section 18.	Details of Bond Anticipation Notes .....	6
Section 19.	Security for Bond Anticipation Notes.....	8
Section 20.	Tax and Securities Laws Covenants.....	8
Section 21.	Authorization for County Officials to Execute Documents; Ratification of Prior Acts.....	8
Section 22.	Publication of Notice of Adoption of Ordinance .....	9
Section 23.	Retention of Bond Counsel and Other Professionals .....	9
Section 24.	Reimbursement from Bond Proceeds.....	9
Section 25.	General Repealer .....	9
Section 26.	No Personal Liability .....	9
SCHEDULE I	List of Capital Projects .....	SI-1
EXHIBIT A	Form of Bond .....	A-1
EXHIBIT B	Form of BAN .....	B-1

ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$30,000,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, REHABILITATING AND IMPROVING VARIOUS CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.**

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

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

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended (collectively, “County Bond Act”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) The County has determined that it is in the best interest of the County to acquire, install, construct, equip, rehabilitate, replace, and improve certain capital projects and assets in the County, as more particularly described on Schedule I, or to undertake such other projects as approved by Council in the County’s capital improvement program (collectively “Capital Projects”).

(c) The assessed valuation of all property in the County as of June 30, 2020 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than \$1,748,387,340. Eight percent of this assessed value is \$139,870,987 (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$33,165,000 of general obligation indebtedness which count against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is \$106,705,987, which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum.

(d) The County desires to fund the Capital Projects through the issuance and sale of its general obligation bonds pursuant to the County Bond Act in an amount not to exceed \$30,000,000.

**SECTION 2. Authorization and Details of the Bonds.** Pursuant to the County Bond Act, the County is authorized to issue not exceeding \$30,000,000 in general obligation bonds of the County to be designated “General Obligation Bonds of Richland County, South Carolina” (“Bonds”) for the purposes of funding the Capital Projects and paying the costs of issuing the Bonds. The Bonds also may be issued in one or more



series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

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

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds and the form and details of the Bonds. The County Administrator is directed to consult with the County's bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

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

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 12. Exemption from State Taxation.** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

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

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

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

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

**SECTION 16. *Defeasance.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

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

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

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

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

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

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

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

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

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

**SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*** The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically

stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

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

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

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

**SECTION 24. *Reimbursement from Bond Proceeds.***

(a) This Ordinance is the County's official declaration of intent pursuant to Treasury Regulation §1.150-2 to reimburse the County for expenditures incurred and paid in connection with the Capital Projects on or after the date occurring 60 days prior to the date of adoption of this Ordinance from the proceeds of the Bonds or an authorized BAN ("Expenditures").

(b) The County acknowledges that Expenditures which may be reimbursed are limited to Expenditures which are (i) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treasury Regulation §1.150-2) under general federal income tax principles, or (ii) certain *de minimis* or preliminary expenditures satisfying the requirements of Treasury Regulation §1.150-2(f).

(c) The source of funds for the Expenditures with respect to the Capital Projects will be the County's [general fund or capital projects fund].

(d) The County acknowledges that to be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (i) the date on which the Expenditures were paid, or (ii) the date the Capital Projects are placed in service, but in no event more than three years after the County made the original Expenditures.

**SECTION 25. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 26. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability



whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature page follows]*

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

*(SEAL)*  
ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:  
First Reading: September 15, 2020  
Second Reading: October 6, 2020  
Public Hearing: October 20, 2020  
Third Reading: October 20, 2020

## SCHEDULE I

### LIST OF CAPITAL PROJECTS

[Additional detail for the following is provided in the attached Capital Improvement Program excerpts]

#### DETENTION CENTER

- Phase 5 Sprinkler Upgrade – replacement of sprinkler heads in five housing units to quick response heads as required by code
- Dormitory Shower Upgrade – removal of tile and upgrade to machined surface of epoxy resin and install moisture barrier in three housing units
- Security Camera Upgrade – upgrade analog security cameras in the housing units to digital security cameras to improve security functions
- Laundry Upgrade – installation of a lint collection system to reduce fire risk

#### ENGINEERING

- Roadway Repairs (Design) – design of repairs needed for 40 privately-owned roads that were brought into the County system in 2013
- Roadway Repair (Construction) – construction of repairs needed for 40 privately-owned roads that were brought into the County system in 2013

#### SOLID WASTE

- Landfill Gas System – installation of necessary upgrades to operations and maintenance equipment as required by SC DHEC
- Excavator – replacement of existing equipment needed for operations

#### RCSD/CORONER

- Security Fencing, Cameras and Gates (Powell Road Facility) – installation of equipment to improve personnel and public safety at Powell Road Facility
- Aviation Unit End of Life Cycle Replacements – replacement of certain parts to keep equipment in service and meet FAA requirements
- Security Fencing and Lighting (Region Seven Substation) – installation of equipment to improve personnel and public safety at Region Seven Substation
- RCSD Equipment and Vehicle – replacement of obsolete fleet vehicles and related computer and audio equipment for emergency response units
- Coroner Equipment – replacement of obsolete fleet vehicles and related equipment for emergency response units

#### ESD – EMS

- New Ambulance – replacement of aging or obsolete vehicles
- Replace EKG Monitor/Defibrillator/Pacers – replace of aging system equipment (approximately 60 monitors)

#### ESD-ETS

- Replace Recorders – replacement of aging system equipment

#### INFORMATION TECHNOLOGY

- Backup Device Replacement – replacement of outdated data backup system and include disaster recovery offsite replication

#### **OPERATIONAL SERVICES**

- Administration & Health Chiller, Cooling Tower & Rooftop – to replace aging equipment at County’s main facility and improve energy efficiency
- Security Upgrade – to improve security at County’s main facility to address risk management findings
- Township Parking Lot –

#### **GENERAL INFORMATION SYSTEMS**

- Countywide Orthoimagery (flight) – to procure countywide orthorectified aerial imagery as required by State law

#### **MAGISTRATES**

- Eastover Magistrate/RCSD Region 8 Substation – construction and design of a new magistrate’s office and RCSD substation to replace current facility which does not comply with ADA guidelines.

#### **ASSESSOR**

- CAMA System – replace assessment system to provide improved functions and integration with other County data.

**CAPITAL  
IMPROVEMENT  
PROGRAM (CIP)  
FY 2021**

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**DEPARTMENT DETAILS SECTION**





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY 2020	FY 2021	PAYGO	Debt Financing	Grant Funding	Notes
1	Cooling Tower (This was approved in this FY budget and is expected to be bided out in January.)	230,000	-		-		
2	Phase 5 Sprinkler upgrade	150,000	-		150,000		
3	Dormitory Shower upgrade	80,000	-		80,000		
4	Security Camera upgrade	1,200,000	-		1,200,000		
5	Laundry upgrade	50,000	-		50,000		
	<b>Detention Center Total</b>	<b>\$1,710,000</b>	-		<b>\$ 1,480,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	<b>Ph 5- Replace all Sprinkler Heads in Housing units (Obsolete Equipment)</b>		
Project Address/Location:	Detention Center- 201 John Mark Dial Drive, Columbia, SC		
Project Description:	<p>Project will replace all existing sprinkler heads in the Phase 5 housing units. This consists of (5) housing units. The sprinkler heads in phase 1-3 were replaced in 2018.</p>		
Requester Name:	Michael Smith	Date	02/26/2018
Phone Number:	803-576-3214		
Email Address:	smithm@rcgov.us		
Justification with Details	<p>In 2012, the Fire Marshal directed that all obsolete sprinkler heads be replaced. The original Tyco 2291 series are no longer available and all heads must be replaced by code. The replacement heads will be quick response heads (Tyco Ravens)</p>		
Operating Budget Impact	\$ 0.00		
To be Completed by the Office of Budget and Grants Management			
REQUESTING DEPARTMENT:		CATEGORY:	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety	<input type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology		
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>		<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansion	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Operating Impact						
<b>FUND NAME FOR THIS PROJECT:</b>			<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>		
			- - - -	2020	\$150,000		
			- - - -		\$		
			- - - -		\$		
			- - - -		\$		
			- - - -		\$		
					<b>TOTAL COST</b>	\$150,000	





**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	<b>Ph 2 Housing unit Shower Upgrades- Epoxy System</b>		
Project Address/Location:	Detention Center- 201 John Mark Dial Drive, Columbia, SC		
Project Description:	<p>This project will remove all of the existing tile from the housing unit showers and facings, and replace with machined surface of epoxy resin, in phase 2. This project will also require the installation of a moisture barrier, as the facility was built without this protection. There are (3) Housing units total. The showers in Phase 1 and Phase 3 were completed in 2012 and 2015.</p>		
Requester Name:	Michael Smith	Date	02/26/2018
Phone Number:	803-576-3214		
Email Address:	smithm@rcgov.us		
Justification with Details	<p>Maintain operational showers. The existing shower tiles are breaking loose from adhesive, which results in water getting into the walls and floors. Extensive rotting of the floors have been found in previous upgrades in phase 1 and phase 3. The inmate population</p>		
Operating Budget Impact	\$ 0.00		
To be Completed by the Office of Budget and Grants Management			
REQUESTING DEPARTMENT:		CATEGORY:	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety	<input type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology		
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>		<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansion	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Operating Impact						
<b>FUND NAME FOR THIS PROJECT:</b>			<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>		
			- - - -	2020	\$80,000		
			- - - -		\$		
			- - - -		\$		
			- - - -		\$		
			- - - -		\$		
					<b>TOTAL COST</b>	<b>\$80,000</b>	



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	<b>Ph 1-5 Security Cameras and Control Upgrades (154 existing) +(70 new ) proposed.</b>		
Project Address/Location:	Detention Center- 201 John Mark Dial Drive, Columbia, SC		
Project Description:	<p>Improve Security and Control at facility with security cameras that have the digital capabilities of panning, zoom and updated record and transfer functions. The existing cameras are analog cameras that have limited functions. This upgrade would also improve the quality of images.</p>		
Requester Name:	Michael Smith	Date	02/26/2018
Phone Number:	803-576-3214		
Email Address:	smithm@rcgov.us		
Justification with Details	<p>We are requesting the security camera upgrades to improve our Security and Control primarily in the housing units. The existing analog cameras have been in operation since 1994, and cannot record or transfer data which limits our abilities to view the staff</p>		
Operating Budget Impact	\$ 0.00		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>					<b>CATEGORY:</b>				
<input type="checkbox"/>	Elected	<input checked="" type="checkbox"/>	Public Safety		<input type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation	
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.		<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities	
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other		<input checked="" type="checkbox"/>	Technology			
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement		<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership		<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Health & Safety	<input checked="" type="checkbox"/>	Service Delivery Need		<input type="checkbox"/>	New/Expansion	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>	
				- - - -		2020		\$1,200,000	
				- - - -				\$	
				- - - -				\$	
				- - - -				\$	
				- - - -				\$	
<b>TOTAL COST</b>							<b>\$1,200,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	<b>Ph 1-3 Laundry- Install Bag Lint Collection system for Dryers</b>		
Project Address/Location:	Detention Center- 201 John Mark Dial Drive, Columbia, SC		
Project Description:	<p>Project will install a lint collection bag/ system to collect from (3) existing commerical dryers. This upgrade will include removal fans in the ducting on the roof. This project will be new installation as no system was installed when laundry went operational in 1994.</p>		
Requester Name:	Michael Smith	Date	02/26/2018
Phone Number:	803-576-3214		
Email Address:	smithm@rcgov.us		
Justification with Details	<p>Safety and housekeeping requirement. Lint from existing dryers is presently being vented to roof. The buildup of lint could result in fires.</p>		
Operating Budget Impact	\$ 0.00		
To be Completed by the Office of Budget and Grants Management			
REQUESTING DEPARTMENT:		CATEGORY:	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety	<input type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology		
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>		<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansion	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Operating Impact						
<b>FUND NAME FOR THIS PROJECT:</b>			<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>		
			- - - -	2020	\$50,000		
			- - - -		\$		
			- - - -		\$		
			- - - -		\$		
			- - - -		\$		
					<b>TOTAL COST</b>	\$50,000	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY2020	FY2021	PAYGO	Debt Financing	Grant Funding	Notes
1	Roadway Repair-Design	100,000	100,000		100,000		
2	Roadway Repair-Construction	400,000	400,000		400,000		
3	Sidewalk Capital Improvement	350,000	350,000				
4	DPW Campus Capital Improvement	200,000	-				
5	Miscellaneous Road Improvements	50,000	50,000				
	<b>Engineering</b>	<b>1,100,000</b>	<b>900,000</b>		<b>500,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Roadway Repair-Design		
Project Address/Location:	Private Road Takeover Repairs		
Project Description:	<p>In 2013, Council approved the takeover of 40 privately-owned roads. Some of these roads need work performed, ranging from pothole repair to full-depth patching. This ongoing project will be for the design of repairs needed for these roads.</p>		
Requester Name:	Carlton Hayden	Date	2/27/18
Phone Number:	803-576-2479		
Email Address:	Staley.Stephen@rgov.us		
Justification with Details	<p>This ongoing project will be to improve the quality and life of these 40 roads taken over by the County.</p>		
Operating Budget Impact	\$0		





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>					<b>CATEGORY:</b>				
<input type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety		<input type="checkbox"/>	Facilities	<input checked="" type="checkbox"/>	Transportation	
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.		<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities	
<input checked="" type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other		<input type="checkbox"/>	Technology			
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansion	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>	
				- - - -		2020		\$100,000	
				- - - -		2021		\$100,000	
				- - - -		2022		\$100,000	
				- - - -		2023		\$100,000	
				- - - -		2024		\$100,000	
				- - - -		2025		\$100,000	
				- - - -		2026		\$100,000	
				- - - -		2027		\$100,000	
				- - - -		2028		\$100,000	
				- - - -		2029		\$100,000	
<b>TOTAL COST</b>								<b>\$1,000,000</b>	



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Roadway Repair-Construction		
Project Address/Location:	Private Road Takeover Repairs		
Project Description:	<p>In 2013, Council approved the takeover of 40 privately-owned roads. Some of these roads need work performed, ranging from pothole repair to full-depth patching. This ongoing project will be for the construction of repairs needed for these roads.</p>		
Requester Name:	Carlton Hayden	Date	2/27/18
Phone Number:	803-576-2479		
Email Address:	Staley.Stephen@rgov.us		
Justification with Details	<p>This ongoing project will be to improve the quality and life of these 40 roads taken over by the County.</p>		
Operating Budget Impact	\$1000		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>					<b>CATEGORY:</b>				
<input type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety		<input type="checkbox"/>	Facilities	<input checked="" type="checkbox"/>	Transportation	
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.		<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities	
<input checked="" type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other		<input type="checkbox"/>	Technology			
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansion	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>	
				- - - -		2020		\$400,000	
				- - - -		2021		\$400,000	
				- - - -		2022		\$400,000	
				- - - -		2023		\$400,000	
				- - - -		2024		\$400,000	
				- - - -		2025		\$400,000	
				- - - -		2026		\$400,000	
				- - - -		2027		\$400,000	
				- - - -		2028		\$400,000	
				- - - -		2029		\$400,000	
<b>TOTAL COST</b>								<b>\$4,000,000</b>	



**RICHLAND COUNTY**  
**GOVERNMENT**  
 Office of the County Administrator

Number	Department Projects	FY 2020	FY 2021	PAYGO	Debt Financing	Grant Funding	Notes
1	Landfill Gas System (est. \$750,000) This is a top priority. This was exchanged for the trash compactor listed in the budget. Required by SC DHEC.	750,000	-		750,000		(NON-GO DEBT)
2	Farm tractor	-	85,000		-		
3	Excavator	-	350,000		350,000		
4	Modular office for Lower Richland	50,000	-		-		
5	F150 Pickup Truck (not on list)	42,000	-		-		
	<b>Solid Waste Total</b>	<b>\$842,000</b>	<b>\$435,000</b>		<b>\$1,100,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:		Equipment Replacement			
Project Address/Location:			C&D Landfill		
Project Description:		Operations and maintenance of the county landfill			
Requester Name:		Alan Huffstetler		2/28/18	
Phone Number:		576-2391			
Email Address:		Huffstetlera@rcgov.us			
Justification with Details		Replacement of Landfill Gas System (est. \$750,000). This is a top priority. This was exchanged for the 2011 Terex Landfill Trash Compactor (LH005) listed in the budget. Required by SC DHEC.			
Operating Budget Impact		\$750,000 = 2101365004.5314			
To be Completed by the Office of Budget and Grants Management					
REQUESTING DEPARTMENT:			CATEGORY:		
Elected		Public Safety		Facilities	
				Transportation	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

	Appointed									
	Internal Support		Comm. Dev.			Equipment			Utilities	
	Infrastructure		Other			Technology				
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>		
	Council Goals		Regulatory Requirement			Maintenance	Yes		No	
	Master Plan		Outside Funding/Partnership			Replacement	Yes		No	
	Health & Safety		Service Delivery Need			New/Expansion	Yes		No	
	Operating Impact									
<b>FUND NAME FOR THIS PROJECT:</b>					<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>		
					- - - -		2020	\$ 750,000		
					- - - -			\$		
					- - - -			\$		
					- - - -			\$		
					- - - -			\$		
							<b>TOTAL COST</b>	<b>\$ 750,000</b>		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## REQUEST FORM

Project Title:		Equipment Replacement					
Project Address/Location:				C&D Landfill			
Project Description:		Operations and maintenance of the county landfill					
Requester Name:		Alan Huffstetler		2/28/18			
Phone Number:		576-2391					
Email Address:		Huffstetlera@rcgov.us					
Justification with Details		Replacement of the 2004 Caterpillar Excavator (LO008) in year 2021					
Operating Budget Impact		\$350,000 = 2101365004.5314					
To be Completed by the Office of Budget and Grants Management							
REQUESTING DEPARTMENT:				CATEGORY:			
Elected		Public Safety		Facilities		Transportation	
Appointed							



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

	Internal Support		Comm. Dev.			Equipment		Utilities	
	Infrastructure		Other			Technology			
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>		<b>NEW ON-GOING COSTS?</b>		
	Council Goals		Regulatory Requirement		Maintenance	Yes		No	
	Master Plan		Outside Funding/Partnership		Replacement	Yes		No	
	Health & Safety		Service Delivery Need		New/Expansion	Yes		No	
	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>					<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>		
					- - -	2021	\$ 350,000		
					-		\$		
					-		\$		
					-		\$		
					-		\$		
<b>TOTAL COST</b>							<b>\$ 350,000</b>		





**RICHLAND COUNTY**  
**GOVERNMENT**  
 Office of the County Administrator

Number	Department Projects	FY 2020	FY 2021	PAYGO	Debt Financing	Grant Funding	Notes
1	Ballistic Vests/Hazards Incident Response Equipment	135,000	-	-	-		
2	Parking lot resurface – Powell Road Substation	85,000	-	-	-		
3	Security Fencing, Cameras, and Gates – Powell Road	100,000	-	-	100,000		
4	Flooring and Bathrooms Repair – Powell Road Substation	75,000	-	-	-		
5	RCSD Command Vehicle/Critical Incident Response Vehicle Replacements	-	1,150,000	-	-		
6	Laboratory, Evidence, and Crime Scene Life Cycle	-	300,000	-	-		
7	Aviation Unit End of Life Cycle Replacements – Replacement Parts	-	350,000	-	350,000		
8	Security Fencing and Lighting – Region Seven Substation	-	85,000	-	85,000		
9	Parking lot pavement – Region Six Substation	-	80,000	-	-		
10	RCSD Additional Equipment and Vehicles	-	2,600,000	-	2,600,000		
11	Coroner Equipment	-	250,000	-	250,000		
	<b>RCSD/CORONER Total</b>	<b>\$395,000</b>	<b>\$4,815,000</b>		<b>\$3,385,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Security Improvements		
Project Address/Location:	Powell Road Substation		
Project Description:	Needs new fencing, cameras and gates.		
Requester Name:	Deputy Chief Chris Cowan	Date	02/28/2018
Phone Number:	803-576-3036		
Email Address:	ccowan@rcsd.net		
Justification with Details	Government and public safety is critical in this day and age.		
Operating Budget Impact	Our Capital costs should not impact our Operational Budget. In some cases cost would be more if not replaced		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>				<b>CATEGORY:</b>					
<input checked="" type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety	<input checked="" type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation		
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities		
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology				
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>		
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>	
				- - - -		2020		\$100,000	
				- - - -				\$	
				- - - -				\$	
				- - - -				\$	
				- - - -				\$	
<b>TOTAL COST</b>						<b>\$100,000</b>			



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Aviation Unit End of Life Cycle Replacements Parts		
Project Address/Location:	RCSD		
Project Description:	To replace end of life parts and equipment.		
Requester Name:	Deputy Chief Chris Cowan	Date	02/28/2018
Phone Number:	803-576-3036		
Email Address:	ccowan@rcsd.net		
Justification with Details	Necessary to keep assets flying and to meet FAA requirements.		
Operating Budget Impact	Our Capital costs should not impact our Operational Budget. In some cases cost would be more if not replaced		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>				<b>CATEGORY:</b>					
<input checked="" type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety	<input type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation		
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input checked="" type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities		
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology				
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>		
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>			<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>		
			- - - -		2021		\$350,000		
			- - - -				\$		
			- - - -				\$		
			- - - -				\$		
			- - - -				\$		
<b>TOTAL COST</b>							<b>\$350,000</b>		



**RICHLAND COUNTY**  
**GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT**  
**REQUEST FORM**

Project Title:	Security Improvements		
Project Address/Location:	Region Seven Substation		
Project Description:	Needs new fencing and lighting.		
Requester Name:	Deputy Chief Chris Cowan	Date	02/28/2018
Phone Number:	803-576-3036		
Email Address:	ccowan@rcsd.net		
Justification with Details	Government and public safety buildings need to be secure and protected in this day and age. Neither are existing at Region Seven at this time.		
Operating Budget Impact	Our Capital costs should not impact our Operational Budget. In some cases cost would be more if not replaced.		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>				<b>CATEGORY:</b>					
<input checked="" type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety	<input checked="" type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation		
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities		
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology				
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>		
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input checked="" type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>	
				- - - -		2021		\$85,000	
				- - - -				\$	
				- - - -				\$	
				- - - -				\$	
				- - - -				\$	
<b>TOTAL COST</b>						<b>\$85,000</b>			



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	RCSD Additional Equipment and Vehicles		
Project Address/Location:	400 Powell Road		
Project Description:	Annual replacements for RCSD emergency response units that have surpassed their lifecycle, equipment for each unit, including computers and radios.		
Requester Name:	Brittney H. Terry	Date	
Phone Number:	803-351-4683		
Email Address:	Terry.brittney@richlandcountysc.gov		
Justification with Details	It is imperative fleet units be replaced once they have reached the end of their lifecycle. Retaining a unit beyond this point leads to increased costs for maintenance and repairs, decrease in overall asset availability, increase in fleet asset failure, decrease in residual		
Operating Budget Impact			
To be Completed by the Office of Budget and Grants Management			
REQUESTING DEPARTMENT:		CATEGORY:	





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/> Elected	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation
<input type="checkbox"/> Internal Support	<input type="checkbox"/> Comm.	<input type="checkbox"/> Equipment	<input type="checkbox"/> Utilities
<input type="checkbox"/> Infrastructure	<input type="checkbox"/> Other	<input type="checkbox"/> Technology	
<b>RANKING CRITERIA:</b>		<b>PROJECT TYPE:</b>	<b>NEW ON-GOING COSTS?</b>
<input type="checkbox"/> Council Goals	<input type="checkbox"/> Regulatory Requirement	<input type="checkbox"/> Maintenance	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Master Plan	<input type="checkbox"/> Outside Funding/Partnership	<input type="checkbox"/> Replacement	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Health & Safety	<input type="checkbox"/> Service Delivery Need	<input type="checkbox"/> New/Expansi	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Operating Impact			
<b>FUND NAME FOR THIS PROJECT:</b>		<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>
		- - - -	FY2021
		- - - -	\$
		- - - -	\$
		- - - -	\$
		- - - -	\$
<b>TOTAL COST</b>			<b>\$2,250,000</b>



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Coroner Equipment and Vehicles		
Project Address/Location:	400 Powell Road		
Project Description:	Annual replacements for Coroner emergency response units that have surpassed their lifecycle, including equipment for each unit.		
Requester Name:	Brittney H. Terry	Date	
Phone Number:	803-351-4683		
Email Address:	Terry.brittney@richlandcountysc.gov		
Justification with Details	It is imperative fleet units be replaced once they have reached the end of their lifecycle. Retaining a unit beyond this point leads to increased costs for maintenance and repairs, decrease in overall asset availability, increase in fleet asset failure, decrease in residual		
Operating Budget Impact			
To be Completed by the Office of Budget and Grants Management			
REQUESTING DEPARTMENT:		CATEGORY:	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/> Elected	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation
<input type="checkbox"/> Internal Support	<input type="checkbox"/> Comm.	<input type="checkbox"/> Equipment	<input type="checkbox"/> Utilities
<input type="checkbox"/> Infrastructure	<input type="checkbox"/> Other	<input type="checkbox"/> Technology	
<b>RANKING CRITERIA:</b>		<b>PROJECT TYPE:</b>	<b>NEW ON-GOING COSTS?</b>
<input type="checkbox"/> Council Goals	<input type="checkbox"/> Regulatory Requirement	<input type="checkbox"/> Maintenance	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Master Plan	<input type="checkbox"/> Outside Funding/Partnership	<input type="checkbox"/> Replacement	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Health & Safety	<input type="checkbox"/> Service Delivery Need	<input type="checkbox"/> New/Expansi	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Operating Impact			
<b>FUND NAME FOR THIS PROJECT:</b>	<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>
	- - - -	FY2021	\$250,000
	- - - -		\$
	- - - -		\$
	- - - -		\$
	- - - -		\$
<b>TOTAL COST</b>			<b>\$250,000</b>



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY2020	FY2021	PAYGO	Debt Financing	Grant Funding	Notes
1	* Ambulance replacements and Remounts	700,000	700,000		-		
2	* New Ambulances	980,000	980,000		1,000,000		
3	* Replace QRV's	195,000	195,000		-		
4	* Replace EKG Monitor/Defibrillator/Pacers	2,400,000	-		2,800,000		(To fund EMS equipment needs)
5	* Replace CPR Machines	1,200,000	-		-		
6	* Replace Communications Equipment	780,000	780,000		-		
	<b>ESD - EMS Total</b>	<b>6,255,000</b>	<b>2,655,000</b>		<b>3,800,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	EMS		
Project Address/Location:	1410 Laurens Street		
Project Description:	New Ambulances (7)		
Requester Name:	Michael A. Byrd	Date	9/21/20
Phone Number:	803-576-3401		
Email Address:	<a href="mailto:byrd.michael@richlandcountysc.gov">byrd.michael@richlandcountysc.gov</a>		
Justification with Details	Replacement of aging ambulances - 18 Ambulances in the existing fleet are 5 years old or older.		
Operating Budget Impact	Replacement - Operating costs should remain the same		
To be Completed by the Office of Budget and Grants Management			
<b>REQUESTING DEPARTMENT:</b>		<b>CATEGORY:</b>	
<input type="checkbox"/> Elected	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation

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# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/> Internal Support	<input type="checkbox"/> Comm.	<input type="checkbox"/> Equipment	<input type="checkbox"/> Utilities
<input type="checkbox"/> Infrastructure	<input type="checkbox"/> Other	<input type="checkbox"/> Technology	
<b>RANKING CRITERIA:</b>		<b>PROJECT TYPE:</b>	<b>NEW ON-GOING COSTS?</b>
<input type="checkbox"/> Council Goals	<input type="checkbox"/> Regulatory Requirement	<input type="checkbox"/> Maintenance	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Master Plan	<input type="checkbox"/> Outside Funding/Partnership	<input type="checkbox"/> Replacement	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Health & Safety	<input type="checkbox"/> Service Delivery Need	<input type="checkbox"/> New/Expansio	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Operating Impact			
<b>FUND NAME FOR THIS PROJECT:</b>	<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>
	- - - -	FY2020	\$980,000
	- - - -	FY2021	\$980,000
	- - - -	FY2022	\$980,000
	- - - -	FY2023	\$1,050,000
	- - - -	FY2024	\$1,050,000
	- - - -	FY2025	\$1,050,000
	- - - -	FY2026	\$1,120,000
	- - - -	FY2027	\$1,120,000
	- - - -	FY2028	\$1,120,000
	- - - -	FY2029	\$1,190,000
<b>TOTAL COST</b>			<b>\$10,640,000</b>



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Replacement of Monitors		
Project Address/Location:	1410 Laurens Street		
Project Description:	Replacement of EKG Monitors, Defibrillators, Pacers		
Requester Name:	Michael A. Byrd	Date	9/21/20
Phone Number:	803-576-3401		
Email Address:	<a href="mailto:byrd.michael@richlandcountysc.gov">byrd.michael@richlandcountysc.gov</a>		
Justification with Details	Replacement of aging equipment (60 monitors). Current machines are beyond life expectancy and are failing and beyond repair.		
Operating Budget Impact	Replacement - Operating costs should remain the same		

To be Completed by the Office of Budget and Grants Management

**REQUESTING DEPARTMENT:**

**CATEGORY:**

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# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/> Elected	<input checked="" type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation
<input type="checkbox"/> Internal Support	<input type="checkbox"/> Comm.	<input checked="" type="checkbox"/> Equipment	<input type="checkbox"/> Utilities
<input type="checkbox"/> Infrastructure	<input type="checkbox"/> Other	<input type="checkbox"/> Technology	
<b>RANKING CRITERIA:</b>		<b>PROJECT TYPE:</b>	<b>NEW ON-GOING COSTS?</b>
<input type="checkbox"/> Council Goals	<input type="checkbox"/> Regulatory Requirement	<input type="checkbox"/> Maintenance	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Master Plan	<input type="checkbox"/> Outside Funding/Partnership	<input checked="" type="checkbox"/> Replacement	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Health & Safety	<input checked="" type="checkbox"/> Service Delivery Need	<input type="checkbox"/> New/Expansio	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Operating Impact			
<b>FUND NAME FOR THIS PROJECT:</b>	<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>
	- - - -	2020	\$2,400,000
	- - - -	2028	\$3,500,000
	- - - -		\$
	- - - -		\$
	- - - -		\$
<b>TOTAL COST</b>			<b>\$5,900,000</b>





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY2020	FY2021	PAYGO	Debt Financing	Grant Funding	Notes
1	*New 911 Center	4,000,000	-		-		
2	*Replace Radio Consoles and Furniture	1,660,000	1,000,000		-		
3	*Replace Recorders	150,000	150,000		500,000		(ESD equipment Needs)
4	*Replace Radios	60,000	100,000		-		
5	*Replace Computer Servers	200,000	100,000		-		
	<b>ESD - ETS Total</b>	<b>6,070,000</b>	<b>1,350,000</b>		<b>500,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Replacement of recorders		
Project Address/Location:	1410 Laurens Street		
Project Description:	Replacement of 911 Recorders		
Requester Name:	Michael A. Byrd	Date	9/21/20
Phone Number:	803-576-3401		
Email Address:	<a href="mailto:byrd.michael@richlandcountysc.gov">byrd.michael@richlandcountysc.gov</a>		
Justification with Details	Replacement of aging system due to condition and functionality of existing equipment		
Operating Budget Impact	Replacement - Operating costs should remain the same		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>					<b>CATEGORY:</b>				
<input type="checkbox"/>	Elected	<input checked="" type="checkbox"/>	Public Safety		<input type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation	
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.		<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities	
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other		<input type="checkbox"/>	Technology			
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>	
				- - - -		2020		\$150,000	
				- - - -		2021		\$150,000	
				- - - -		2023		\$200,000	
				- - - -		2026		\$300,000	
				- - - -		2029		\$500,000	
				- - - -				\$	
<b>TOTAL COST</b>								<b>\$1,300,000</b>	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY2020	FY2021	PAYGO	Debt Financing	Grant Funding	Notes
1	IT Infrastructure and Datacenter Replacements	570,000	380,000		-		
2	Backup Device Replacement	150,000			-		
3	Phone System Replacement	100,000			-		
4	Switching Gear Replacement	50,000	50,000		-		
5	Archiver Replacement	-	70,000		-		
6	Backup Device Replacement - Tape Option	310,000			-		
7	Backup Device Replacement - Disk-based Option	463,000			1,500,000		(To fund IT equipment needs)
	<b>Information Technology Total</b>	<b>1,643,000</b>	<b>500,000</b>		<b>1,500,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Backup Device Replacement \$463K disk based option		
Project Address/Location:	2020 Hampton Street		
Project Description:	The total replacement of existing tape backup library originally purchased in May 2012 with a disk based backup solution including disaster recovery offsite replication.		
Requester Name:	Dale Welch	Date	2/24/2020
Phone Number:	803-576-2017		
Email Address:	welch.dale@richlandcountysc.gov		
Justification with Details	The current backup tape library solution used at 2020 Hampton for all data backups for the County is 8 years old and not covered under any maintenance or support plan. The technology is slow and we frequently over run backup windows for large data volumes like		
Operating Budget Impact	N/A		
To be Completed by the Office of Budget and Grants Management			
<b>REQUESTING DEPARTMENT:</b>		<b>CATEGORY:</b>	
<input type="checkbox"/> Elected	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation

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# RICHLAND COUNTY GOVERNMENT

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<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.		<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities		
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other		<input type="checkbox"/>	Technology				
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>		<b>NEW ON-GOING COSTS?</b>			
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement		<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership		<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need		<input type="checkbox"/>	New/Expansi	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact									
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>		
				- - - -		FY 2020		\$463,000		
				- - - -				\$		
				- - - -				\$		
				- - - -				\$		
				- - - -				\$		
<b>TOTAL COST</b>						\$463,000				



**RICHLAND COUNTY**  
**GOVERNMENT**  
 Office of the County Administrator

Number	Department Projects	FY 2020	FY 2021	PAYGO	Debt Financing	Grant Funding	Notes
1	Administration & Health Chiller Replacements (3), Cooling Tower Replacements, & Rooftop ERV Replacements	2,950,000	-		5,000,000		(To fund facility needs)
2	Probation, Pardon & Parole Roof Replacement	625,000	-		-		
3	Coroner's Office Emergency Generator	205,700	-		-		
4	Administration & Health Complex Roof Replacement	2,250,000	-		-		
5	DSS Warehouse Upfit & Roof Replacement	3,200,000	-		-		
6	Detention Center Cooling Tower Replacements	230,000	-		-		
7	Township LED Upgrade/Two Rigging Points	364,000	-		-		
8	Township 10-Light Rigging Points	450,000	-		-		
9	Township Auditorium Boiler Replacement	200,000	-		-		
10	Sheriff's Headquarters IT Server Room HVAC Replacement	-	60,000		-		
11	Sheriff's Headquarters IT Room Flooring Replacement	-	67,000		-		
12	Judicial Center Rooftop HVAC Unit Replacement	-	250,000		-		
13	DSS parking Lot Resurfacing	-	1,300,000		-		
14	Laurens St. Garage Rejuvenation Project - Phase 5	-	180,000		-		
15	Central Services Upgrade Printing process to Digital	-	350,000		-		
16	Administration Building Electrical/Generator Upgrade	-	495,000		-		
17	EMS Headquarters Chiller Replacement	-	255,000		-		
18	Public Works Complex Multiple Roof Replacements	-	900,000		-		
19	Sheriff's Headquarters Emergency Generator Replacement	-	195,000		-		
20	Sheriff's Headquarters Electrical/Switchgear Replacement	-	750,000		-		

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# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY 2020	FY 2021	PAYGO	Debt Financing	Grant Funding	Notes
21	Pineview Public Safety HVAC Replacements	-	145,000		-		
22	Security Upgrade Project	-	500,000		500,000		
23	Township Parking Lot (Est. Cost)	-	1,802,350		1,802,350		
	<b>Operational Services Total</b>	<b>\$10,474,700</b>	<b>\$7,249,350</b>		<b>\$7,302,350</b>		





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## CAPITAL IMPROVEMENT PROJECT

### REQUEST FORM

<b>Project Title:</b>	1100317002 - Administration & Health Cooling Tower Replace		
<b>Project Address/Location:</b>	Administration/ Health Complex		
<b>Project Description:</b>	Replace Cooling Towers in the Administration Building (2) and in the Health Department (1) and (3) Chiller Units at the Administration and Health Department Buildings		
<b>Requester Name:</b>	Hayden Davis	<b>Date:</b>	
<b>Phone Number:</b>	576-3586		
<b>Email Address:</b>	davisha@rcgov.us		
<b>Justification with Details:</b>	The units in place are constantly under repair and a time will come when there is no fix for their issues. This would be the next logical step in addressing the energy efficient of the Complex by replacing old inefficient units with updated, green, and energy efficient Cooling Towers. This is an item/project that will take some time to implement and complete due to the long lead times on the equipment		
<b>Operating Budget Impact:</b>	To be Completed by the Office of Budget and Grants Management		
<b>REQUESTING DEPARTMENT:</b>		<b>CATEGORY:</b>	
<input type="checkbox"/> Elected	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation
<input type="checkbox"/> Internal Support	<input type="checkbox"/> Comm.	<input type="checkbox"/> Equipment	<input type="checkbox"/> Utilities
<input type="checkbox"/> Infrastructure	<input type="checkbox"/> Other	<input type="checkbox"/> Technology	
<b>RANKING CRITERIA:</b>		<b>PROJECT TYPE:</b>	<b>NEW ON-GOING COSTS?</b>
<input type="checkbox"/> Council Goals	<input type="checkbox"/> Regulatory Requirement	<input type="checkbox"/> Maintenance	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Master Plan	<input type="checkbox"/> Outside Funding/Partnership	<input type="checkbox"/> Replacement	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Health & Safety	<input type="checkbox"/> Service Delivery Need	<input type="checkbox"/> New/Expansion	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Operating Impact			
<b>FUND NAME FOR THIS PROJECT:</b>	<b>ACCOUNT NUMBER:</b>	<b>FISCAL YEAR:</b>	<b>AMOUNT:</b>
	- - - -	2020	\$ 1,500,000
	- - - -	2021	\$ 10,000



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

	- - - -	2022	\$ 10,000
	- - - -	2023	\$ 10,000
	- - - -	2024	\$ 10,000
	- - - -	2025	\$ 10,000
	- - - -	2026	\$ 10,000
	- - - -	2027	\$ 10,000
<b>TOTAL COST</b>			<b>\$ 1,570,000</b>



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## CAPITAL IMPROVEMENT PROJECT REQUEST FORM

Project Title:	Security Upgrade Project		
Project Address/Location:	2000/2020 Hampton Street		
Project Description:	(Attachment available upon request)		
Requester Name:	Brittney Hoyle Terry	Date	05/18/2020
Phone Number:	803-351-4683		
Email Address:	Terry.brittney@richlandcountysc.gov		
Justification with Details	In 2015, the Richland County Sheriff's Department conducted a security assessment of 2020 Hampton Street. No action was taken based on the findings. At the request of Risk Management in 2018, RCSD completed an undated and expanded security assessment		
Operating Budget Impact	The proposed security upgrades will require an estimated \$500,000 initial with recurring annual expenses of approximately \$33,000		
To be Completed by the Office of Budget and Grants Management			
<b>REQUESTING DEPARTMENT:</b>		<b>CATEGORY:</b>	
<input type="checkbox"/> Elected	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation
<input type="checkbox"/> Internal Support	<input type="checkbox"/> Comm.	<input type="checkbox"/> Equipment	<input type="checkbox"/> Utilities
<input type="checkbox"/> Infrastructure	<input type="checkbox"/> Other	<input type="checkbox"/> Technology	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

RANKING CRITERIA:				PROJECT TYPE:		NEW ON-GOING COSTS?			
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
FUND NAME FOR THIS PROJECT:			ACCOUNT NUMBER:		FISCAL YEAR:		AMOUNT:		
			- - - -		FY2021		\$500,000		
			- - - -				\$		
			- - - -				\$		
			- - - -				\$		
			- - - -				\$		
<b>TOTAL COST</b>						<b>\$500,000</b>			



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY2020	FY2021	PAYGO	Debt Financing	Grant Funding	Notes
1	Countywide Orthoimagery (flight)	165,000	-		268,500		
2	Countywide Orthoimagery (leased)	-	65,000		-		
3	Replacement Drone Airframe and Imaging Sensors	23,500	-		-		
4	Replacement Plotter	15,000	-		-		
	<b>General Information Systems Total</b>	<b>203,500</b>	<b>65,000</b>		<b>268,500</b>		



**RICHLAND COUNTY**  
**GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT**  
**REQUEST FORM**

Project Title:	Countywide Orthoimagery (Flight)		
Project Address/Location:	2020 Hampton Street		
Project Description:	Contract aircraft data collection, ground surveying, and processing of orthorectified aerial imagery for the entire ~770 square miles of Richland County.		
Requester Name:	Patrick Bresnahan	Date	9/27/18
Phone Number:	8035762017- -		
Email Address:	bresnahanp@rcgov.us		
Justification with Details	The County has already missed the deadline for flying countywide imagery as required under SC Code of Regulations 117-1740.2(3) (1). This item will be a year late but, with state approval of a year delay (as stipulated in the code) will satisfy the requirement		
Operating Budget Impact	N/A		
To be Completed by the Office of Budget and Grants Management			
<b>REQUESTING DEPARTMENT:</b>		<b>CATEGORY:</b>	
<input type="checkbox"/> Elected	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology		
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>		<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansio	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Operating Impact						
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>	
				- - - -		2020	
				- - - -		\$	
				- - - -		\$	
				- - - -		\$	
				- - - -		\$	
<b>TOTAL COST</b>						<b>\$165,000</b>	



**RICHLAND COUNTY**  
**GOVERNMENT**  
 Office of the County Administrator

Number	Department Projects	FY 2020	FY 2021	PAYGO	Debt Financing	Grant Funding	Notes
1	Dutch Fork Repairs to Magistrate's Office and Substation (Sheriff's)					-	
	~ Parking lot rear and both sides	250,000	-			-	
	~ Bathrooms (ADA Compliant, usable)	142,000	-			-	
	~ Roof repairs	245,000	-			-	
	~ Fencing repairs lot rear and both sides	49,561	-			-	
2	Upper Township (Sheriff substation)	1,316,480	-			-	
3	Decker Center employee walk in gate	100,000	-			-	
4	Hopkins (Magistrate/RCSD Region 1 Substation)	1,300,000	-			-	
5	Dentsville Magistrate Office	2,539,435	-			-	
6	Eastover (Magistrate/RCSD Region 8 Substation)	5,217,112	-		8,000,000		(To fund Magistrate needs)
	<b>Magistrates Total</b>	<b>\$11,159,588</b>	-		<b>\$8,000,000</b>		





**RICHLAND COUNTY**  
**GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT**  
**REQUEST FORM**

Project Title:	Eastover Magistrate/RCSD Region 8 Substation		
Project Address/Location:	Eastover, South Carolina		
Project Description:	Eastover Magistrate/RCSD Region 8 Substation		
Requester Name:	Judge Tomothy C. Edmond	Date	2/13/2020
Phone Number:	803-576--2570		
Justification with Details	The request of \$5,217,112 will be allocated to construct and design a new Eastover Magistrate Office and RCSD Region 8 Substation in Eastover, South Carolina. The current facility does not meet the ADA (American Disability Act) compliant guidelines. I.e. restrooms		
Operating Budget Impact			
To be Completed by the Office of Budget and Grants Management			
<b>REQUESTING DEPARTMENT:</b>		<b>CATEGORY:</b>	
<input type="checkbox"/> Elected	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Facilities	<input type="checkbox"/> Transportation



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology		
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>		<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansio	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/>	Operating Impact						
<b>FUND NAME FOR THIS PROJECT:</b>			<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>
			- - - -		2020		\$5,217,112
			- - - -				\$
			- - - -				\$
			- - - -				\$
			- - - -				\$
<b>TOTAL COST</b>						<b>\$5,217,112</b>	



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY 2020	FY 2021	PAYGO	Debt Financing	Grant Funding	Notes
1	CAMA System	1,700,000	-		1,500,000		
	<b>Assessor Total</b>	<b>\$1,700,000</b>	<b>-</b>		<b>\$1,500,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	CAMA System to RealWare System Upgrade (Conversion)		
Project Address/Location:	2020 Hampton St., Columbia SC, 29201		
Project Description:	Upgrade/Conversion of the Assessor Division's market rate value assessment system, CAMA to RealWare. To ensure actual specification reporting through mobile functionality and field optimization in a mass appraisal software system.		
Requester Name:	Community Planning & Development Division – Attn: Robin Carter, Business Mgr.	Date	MAY 18, 2020
Phone Number:	(803)576-2166		
Email Address:	<a href="mailto:Carter.robins@richlandcountysc.gov">Carter.robins@richlandcountysc.gov</a>		
Justification with Details	RealWare components will allow the Assessor Division to value and assess each parcel, intergrating our data into GIS applications, and producing spatial analysis. Currently, analysis is performed using green bar paper. RealWare also provides the ability to integrate with		
Operating Budget Impact			
To be Completed by the Office of Budget and Grants Management			



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

<b>REQUESTING DEPARTMENT:</b>												<b>CATEGORY:</b>			
<input type="checkbox"/>	Elected	<input type="checkbox"/>	Public Safety					<input type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation				
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.					<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities				
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other					<input type="checkbox"/>	Technology						
<b>RANKING CRITERIA:</b>						<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>						
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>						
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>						
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>						
<input type="checkbox"/>	Operating Impact														
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>			<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>						
Capital Improvement Project				- - - -			FY2020		\$1,700,000						
				- - - -					\$						
				- - - -					\$						
				- - - -					\$						
				- - - -					\$						
								<b>TOTAL COST</b>		\$1,700,000					

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

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

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2020

No. R-[]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
[] %	[]	[]	[]

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the

Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2020 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

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

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

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the

option of the County on or after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed  
(both dates inclusive)

Redemption Price

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

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

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.



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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2020

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

**FORM OF ASSIGNMENT**

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

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

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

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

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

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

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

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

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2020

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County“) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

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

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2020. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

## Richland County Council Request for Action

**Subject:**

Authorizing the issuance of Fire Protection Service General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$8,000,000 for the purpose of acquiring and constructing fire stations and acquiring fire protection equipment; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters

**Notes:**

First Reading: September 15, 2020

Second Reading: October 6, 2020

Third Reading: October 20, 2020 {Tentative}

Public Hearing: October 20, 2020

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**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_\_**

**AUTHORIZING THE ISSUANCE OF FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF ACQUIRING AND CONSTRUCTING FIRE STATIONS AND ACQUIRING FIRE PROTECTION EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: [OCTOBER 20], 2020**

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**TABLE OF CONTENTS**

Section 1. Findings..... 1

Section 2. Authorization and Details of the Bonds ..... 1

Section 3. Delegation of Certain Details of the Bonds to the County Administrator ..... 2

Section 4. Registrar/Paying Agent ..... 2

Section 5. Registration and Transfer ..... 2

Section 6. Record Date..... 3

Section 7. Lost, Stolen, Destroyed or Defaced Bonds ..... 3

Section 8. Book-Entry System ..... 3

Section 9. Execution of Bonds ..... 4

Section 10. Form of Bonds..... 4

Section 11. Security for Bonds..... 4

Section 12. Exemption from State Taxation ..... 5

Section 13. Sale of Bonds, Form of Notice of Sale..... 5

Section 14. Deposit and Application of Bond Proceeds ..... 5

Section 15. Preliminary and Final Official Statement..... 5

Section 16. Defeasance ..... 5

Section 17. Authority to Issue Bond Anticipation Notes ..... 7

Section 18. Details of Bond Anticipation Notes ..... 7

Section 19. Security for Bond Anticipation Notes ..... 8

Section 20. Tax and Securities Laws Covenants..... 8

Section 21. Authorization for County Officials to Execute Documents; Ratification of Prior Acts..... 9

Section 22. Publication of Notice of Adoption of Ordinance ..... 9

Section 23. Retention of Bond Counsel and Other Professionals ..... 9

Section 24. Reimbursement from Bond Proceeds..... 9

Section 25. General Repealer ..... 10

Section 26. No Personal Liability ..... 10

SCHEDULE I List of Fire Projects..... SI-1

EXHIBIT A Form of Bond..... A-1

EXHIBIT B Form of BAN ..... B-1



**ORDINANCE NO. \_\_\_\_\_**

**AUTHORIZING THE ISSUANCE OF FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF ACQUIRING AND CONSTRUCTING FIRE STATIONS AND ACQUIRING FIRE PROTECTION EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.**

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

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

(a) Pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Fire Protection Services Act”), the County previously determined to establish, operate and maintain a system of fire protection in the unincorporated area of the County and in the incorporated limits of the Town of Forest Acres, the Town of Blythewood, and the Town of Eastover and within the Capital View Fire District (collectively, “Service Areas”).

(b) The Fire Protection Services Act authorizes the County to issue general obligation bonds of the County for the purposes of providing funds to (i) purchase and acquire all fire-fighting equipment and the sites of the fire stations necessary to provide an adequate fire protection system and (ii) construct fire stations and such other necessary buildings to house the fire-fighting equipment.

(c) Subject to the limitations of Article X, Section 12 of the Constitution of the State of South Carolina, 1895, as amended (“Constitution”), the Fire Protection Services Act further authorizes the County to effect the levy and collection of *ad valorem* taxes without limit as to rate or amount upon all taxable property in each Service Area where fire protection services are furnished to effect the payment of principal and interest of all bonds issued pursuant to the Fire Protection Services Act.

(d) The County has determined that it is in the best interest of the County to acquire and construct, certain fire stations within the Service Areas and acquire and install certain fire protection equipment, as more particularly described on Schedule I, or to undertake such other projects in the Service Areas as approved by Council in the County’s capital improvement program (collectively, “Fire Projects”) for the purpose of providing an adequate fire protection system in the Service Areas.

(e) The County desires to fund the Fire Projects through the issuance and sale of its general obligation bonds pursuant to the Fire Protection Services Act in an amount not to exceed \$8,000,000.

**SECTION 2. Authorization and Details of the Bonds.** Pursuant to the Constitution and the Fire Protection Services Act, the County is authorized to issue not exceeding \$8,000,000 in general obligation bonds of the County to be designated “Fire Protection Service General Obligation Bonds of Richland County, South Carolina” (“Bonds”) for the purposes of funding the Fire Projects and paying the costs of issuing the Bonds. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time

to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

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

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds and the form and details of the Bonds. The County Administrator is directed to consult with the County's bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

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

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 11. Security for Bonds.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes. Provided, however, that pursuant to Section 4-19-140 of the Fire Protection Services Act, there shall be levied and collected annually service charges, assessments or *ad valorem* taxes upon all taxable property in the Service Areas. The Bonds are the primary obligation of the Service Areas and revenues from the *ad valorem* tax levied in the Service Areas or from the rates and charges for fire protection services must be available for the payment of debt service on the Bonds (whether or not such revenues have been pledged for that purpose), and must be delivered to the County Treasurer for the payment of such principal and interest and for no other purpose, prior to the occasion when the County Auditor fixes the annual tax levy, an annual *ad valorem* tax to be levied for the payment of the principal and interest on the Bonds may be reduced in each year by the amount of such revenues derived from such taxes levied in the Service Areas or from such rates and charges which are actually in the hands of the County Treasurer at the time the tax for the year is required to be levied.

Only in the event *ad valorem* taxes levied and collected in the Service Areas are insufficient to pay the principal and interest on the Bonds shall the County be obligated to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds as they mature and to create such sinking fund as may be necessary therefor.

**SECTION 12. *Exemption from State Taxation.*** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 13. *Sale of Bonds, Form of Notice of Sale.*** The Bonds may be sold as the County Administrator may determine, after public advertisement of their sale in a newspaper of general circulation in the State of South Carolina or in a financial journal published in the city of New York not less than seven days prior to the sale.

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

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

**SECTION 16. *Defeasance.***

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

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

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

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may

be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

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

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

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

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

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

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

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

redemption to be given in its name and on its behalf.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**SECTION 24. *Reimbursement from Bond Proceeds.***

(a) This Ordinance is the County’s official declaration of intent pursuant to Treasury Regulation §1.150-2 to reimburse the County for expenditures incurred and paid in connection with the Fire Projects on or after the date occurring 60 days prior to the date of adoption of this Ordinance from the proceeds of the Bonds or an authorized BAN (“Expenditures”).

(b) The County acknowledges that Expenditures which may be reimbursed are limited to Expenditures which are (i) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of “placed in service” under Treasury Regulation §1.150-2) under general federal income tax principles, or (ii) certain *de minimis* or preliminary expenditures satisfying the requirements of Treasury Regulation §1.150-2(f).

(c) The source of funds for the Expenditures with respect to the Fire Project will be the County’s [general fund or capital projects fund].

(d) The County acknowledges that to be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (i) the date on which the

Expenditures were paid, or (ii) the date the Fire Projects are placed in service, but in no event more than three years after the County made the original Expenditures.

**SECTION 25. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 26. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature page follows]*

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

*(SEAL)*  
ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:  
First Reading: September 15, 2020  
Second Reading: October 6, 2020  
Public Hearing: October 20, 2020  
Third Reading: October 20, 2020

**SCHEDULE I**  
**LIST OF FIRE PROJECTS**

[Additional detail for the following is provided in the attached Capital Improvement Program excerpts]

Acquire and Construct New Stations – Ballentine-White Rock, Bluff Road, Spring Hill

Acquire and Equip a Ladder Truck



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Number	Department Projects	FY 2020	FY 2021	PAYGO	Debt Financing	Grant Funding	Notes
1	Build New Stations: Ballentine-Whiterock, Bluff Road, Spring Hill	10,000,000	10,000,000		\$5,000,000		
2	Replace Engines, Pumpers, Brush Trucks and QRV's	1,260,000	1,450,000		-		
3	Add Ladder Truck	1,200,000	-		2,000,000		(To fund ESD-Fire Needs; funded by fire debt Millage)
4	Replace Radio Equipment	840,000	400,000		-		
5	Replace Station Alerting	200,000	-		-		
	<b>ESD - FIRE Total</b>	<b>\$13,500,000</b>	<b>\$11,850,000</b>		<b>\$7,000,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	New Fire Station - New Ballentine-White Rock/Spring Hill		
Project Address/Location:	1410 Laurens Street		
Project Description:	New Fire Station - New Ballentine-White Rock/Spring Hill		
Requester Name:	Michael A. Byrd	Date	9/21/20
Phone Number:	803-576-3401		
Email Address:	<a href="mailto:byrd.michael@richlandcountysc.gov">byrd.michael@richlandcountysc.gov</a>		
Justification with Details	New Fire Station for Fire Department to maintain ISO PPC - Upgrade Spring Hill and construct new Ballentine-White Rock Station.		
Operating Budget Impact	Replacement - Operating costs should remain the same		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>					<b>CATEGORY:</b>				
<input type="checkbox"/>	Elected	<input checked="" type="checkbox"/>	Public Safety		<input checked="" type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation	
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.		<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities	
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other		<input type="checkbox"/>	Technology			
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement		<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N o <input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership		<input checked="" type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N o <input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input checked="" type="checkbox"/>	Service Delivery Need		<input type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	N o <input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>	
				- - - -		2020		\$4,500,000	
				- - - -				\$	
				- - - -				\$	
				- - - -				\$	
				- - - -				\$	
<b>TOTAL COST</b>								<b>\$4,500,000</b>	



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	New Fire Station - Bluff		
Project Address/Location:	1410 Laurens Street		
Project Description:	New Fire Station - Bluff		
Requester Name:	Michael A. Byrd	Date	2/20/18
Phone Number:	803-576-3401		
Email Address:	<a href="mailto:Byrdm@rcgov.us">Byrdm@rcgov.us</a>		
Justification with Details	New Fire Station to maintain ISO		
Operating Budget Impact	Replacement - Operating costs should remain the same		





# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>				<b>CATEGORY:</b>					
<input type="checkbox"/>	Elected	<input checked="" type="checkbox"/>	Public Safety	<input checked="" type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation		
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities		
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other	<input type="checkbox"/>	Technology				
<b>RANKING CRITERIA:</b>				<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>		
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership	<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need	<input type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	N	<input type="checkbox"/>
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>			<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>		
			- - - -		2021		\$2,500,000		
			- - - -				\$		
			- - - -				\$		
			- - - -				\$		
			- - - -				\$		
<b>TOTAL COST</b>							<b>\$2,500,000</b>		



**RICHLAND COUNTY  
GOVERNMENT**

Office of the County Administrator

**CAPITAL IMPROVEMENT PROJECT  
REQUEST FORM**

Project Title:	Replacing Ladder Trucks		
Project Address/Location:	1410 Laurens Street		
Project Description:	Replacing Ladder Trucks/Quint		
Requester Name:	Michael A. Byrd	Date	9/21/20
Phone Number:	803-576-3401		
Email Address:	<a href="mailto:byrd.michael@richlandcountysc.gov">byrd.michael@richlandcountysc.gov</a>		
Justification with Details	Replacing aging vehicles		
Operating Budget Impact	Replacement - Operating costs should remain the same		



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

To be Completed by the Office of Budget and Grants Management									
<b>REQUESTING DEPARTMENT:</b>					<b>CATEGORY:</b>				
<input type="checkbox"/>	Elected	<input checked="" type="checkbox"/>	Public Safety		<input type="checkbox"/>	Facilities	<input type="checkbox"/>	Transportation	
<input type="checkbox"/>	Internal Support	<input type="checkbox"/>	Comm.		<input checked="" type="checkbox"/>	Equipment	<input type="checkbox"/>	Utilities	
<input type="checkbox"/>	Infrastructure	<input type="checkbox"/>	Other		<input type="checkbox"/>	Technology			
<b>RANKING CRITERIA:</b>					<b>PROJECT TYPE:</b>			<b>NEW ON-GOING COSTS?</b>	
<input type="checkbox"/>	Council Goals	<input type="checkbox"/>	Regulatory Requirement		<input type="checkbox"/>	Maintenance	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Master Plan	<input type="checkbox"/>	Outside Funding/Partnership		<input type="checkbox"/>	Replacement	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Health & Safety	<input type="checkbox"/>	Service Delivery Need		<input type="checkbox"/>	New/Expansio	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Operating Impact								
<b>FUND NAME FOR THIS PROJECT:</b>				<b>ACCOUNT NUMBER:</b>		<b>FISCAL YEAR:</b>		<b>AMOUNT:</b>	
				- - - -		2020		\$1,200,000	
				- - - -		2022		\$1,422,222	
				- - - -		2024		\$1,500,000	
				- - - -		2026		\$1,600,000	
				- - - -		2028		\$1,800,000	
<b>TOTAL COST</b>								<b>\$7,522,222</b>	

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

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

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2020

No. R-[]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
[] %	[]	[]	[]

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the

Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including the Constitution of the State of South Carolina, 1895, as amended; Chapter 19, Title 4, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2020 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

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

For the payment of the principal of and interest on this bond as it matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, an *ad valorem* tax, without limit, on all taxable property in the Service Areas sufficient to pay the principal of and interest on this bond as it matures and to create such sinking fund as may be necessary therefor. The Bonds are the primary obligation of the Service Areas and only in the event the *ad valorem* taxes levied and collected in the Service Areas are insufficient to pay the principal and interest on the Bonds shall the County be obligated to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds as they mature and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.]

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

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

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

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2020

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

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

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

\_\_\_\_\_

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

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

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

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

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

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



**FORM OF ASSIGNMENT**

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

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

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

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

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

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

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

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

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
FIRE PROTECTION SERVICE  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2020

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County“) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

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

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 19, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2020. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

# Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Fiscal Year 2021 Victim Assistance Fund annual budget by \$153,456 to amend Richland County Sheriff Budget in the VA Fund

**Notes:**

First Reading: September 15, 2020

Second Reading: October 6, 2020

Third Reading: October 20, 2020 {Tentative}

Public Hearing: October 20, 2020

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 VICTIM ASSISTANCE FUND ANNUAL BUDGET BY \$153,456 TO AMEND RICHLAND COUNTY SHERIFF BUDGET IN THE VA FUND

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

SECTION I. That the amount of One Hundred Fifty Three Thousand Four Hundred Fifty Six Dollars (\$153,456) be appropriated to amend the RCSD Victims Assistance Budget using the General Fund Fund Balance. Therefore, the Fiscal Year 2021 Victims Assistance budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	<b>\$931,021</b>
Increase appropriation:	\$153,456
Total Amended Revenue/Sources Budget	\$1,084,477

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	<b>\$931,021</b>
Increased Expenditures and Transfers Out:	\$153,456
Total Amended Expenditures/Uses Budget	\$1,084,477

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

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

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Council Chair

ATTEST THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:  
Second Reading:

Public Hearing:  
Third Reading:

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$1,092,456 to pay for the annual costs of body worn and in-car cameras in the Richland County Sheriff's Department General Fund Budget and to amend the Victim's Assistance Budget

**Notes:**

First Reading: September 15, 2020

Second Reading: October 6, 2020

Third Reading: October 20, 2020 {Tentative}

Public Hearing: October 20, 2020

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 GENERAL FUND ANNUAL BUDGET BY \$1,092,456 TO PAY FOR THE ANNUAL COSTS OF BODY WORN AND IN CAR CAMERAS IN THE RICHLAND COUNTY SHERIFFS DEPT GENERAL FUND BUDGET AND TO AMEND THE VICTIMS ASSISTANCE BUDGET

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

SECTION I. That the amount of One Million Ninety Two Thousand Four Hundred Fifty Six Dollars (\$1,092,456) be appropriated to cover cost of the Lease payments for the Body Worn and In Car Cameras and to amend the Victims Assistance Budget using the General Fund Balance. Therefore, the Fiscal Year 2021 General Fund budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	\$186,701,066
Increase appropriation:	\$1,092,456
Total Amended Revenue/Sources Budget	187,793,522

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	\$186,701,066
Increased Expenditures and Transfers Out:	\$1,092,456
Total Amended Expenditures/Uses Budget	\$187,793,522

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

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

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Council Chair

ATTEST THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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



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

## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing consent for annexation to the City of Columbia for .509± Acre on S/S Candi Lane, which is a portion of TMS # 07208-03-02; a part of the Three Rivers Greenway

**Notes:**

First Reading: October 6, 2020

Second Reading: October 20, 2020 {Tentative}

Third Reading: November 10, 2020 {Tentative}

Public Hearing: November 10, 2020

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-20HR

AN ORDINANCE AUTHORIZING CONSENT FOR ANNEXATION TO THE CITY OF COLUMBIA FOR .509± ACRE ON S/S CANDI LANE, WHICH IS A PORTION OF TMS# 07208-03-02; A PART OF THE THREE RIVERS GREENWAY.

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 consent for annexation to the City of Columbia for .509± acre on S/S/ Candi Lane, which is a portion of TMS# 07208-03-02, the particular dimensions of which are specifically described in the attached Consent to Annexation, 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: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle Onley  
Interim Clerk of Council

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

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters

**Notes:**

First Reading: October 6, 2020

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT SUNSHINE; TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AUTHORIZING THE ADMINISTRATION OF A GRANT; APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY; AND OTHER RELATED MATTERS.**

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

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County under the name the “I-77 Corridor Regional Industrial Park” (“Park”) and the County has previously located certain property within the Park;

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

WHEREAS, Project Sunshine (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs, all within five year of the commencement of operations; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into (1) a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; (2) a Purchase Agreement, the form of which is attached as Exhibit B (the “Purchase Agreement”), pursuant to which the County will transfer approximately 124 acres of land to the Sponsor (the “Property”); and (3) an Incentive Agreement with the Sponsor, the South Carolina Department of Commerce, and the South Carolina

Coordinating Council for Economic Development, which summarizes the incentives provided to the Sponsor, and provides for certain additional incentives, the form of which is attached hereto as Exhibit C (the “Incentive 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 created, and the anticipated costs and benefits to the County, and hereby finds:

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

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement and Incentive Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement and the Incentive Agreement with respect to the Project, including the extension of the Investment Period (as defined in the Fee Agreement), are hereby approved. The form, terms and provisions of the Fee Agreement and the Incentive Agreement that are before this meeting are approved and all of the Fee Agreement’s and Incentive 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 and the Incentive 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 the Incentive Agreement and to deliver the Fee Agreement and the Incentive Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The location of the Project in the Park boundaries is ratified and confirmed. 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 (if any) to affirm the Park boundaries.

**Section 4. *Real Property Considerations.*** The form, terms and provisions of the Purchase Agreement that is before this meeting is approved and all of the Purchase Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair (and various County officials and staff acting at the Chair’s direction) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Purchase Agreement in the form attached with any revisions or changes thereto as are not materially adverse to the County as approved by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Purchase Agreement and to deliver the Purchase Agreement to the Sponsor.

The Chair (and various County officials and staff acting at the Chair’s direction) is authorized and directed, in the name of and on behalf of the County, to take such further actions as may be necessary, including the approval of a survey establishing the boundaries of the Property and the execution of a limited warranty deed and other closing documents, to accomplish the transfer of the Property and the inducement of Sponsor to locate in the County.

**Section 5. *Grant Acceptance and Administration.*** To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project's benefit according to any documents governing the receipt and expenditure of the grant funds.

**Section 6. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance, the Fee Agreement, the Incentive Agreement, and the Purchase Agreement.

**Section 7. *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 8. *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 9. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading:       October 6, 2020  
Second Reading:     October 20, 2020  
Public Hearing:       [November 10, 2020]  
Third Reading:       [November 10, 2020]

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



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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT  
AGREEMENT**

**BETWEEN**

**PROJECT SUNSHINE**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF NOVEMBER \_\_, 2020**

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**TABLE OF CONTENTS**

---

	Page
Recitals.....	[]
 <b>ARTICLE I</b> <b>DEFINITIONS</b>  	
Section 1.1 Terms.....	[]
 <b>ARTICLE II</b> <b>REPRESENTATIONS AND WARRANTIES</b>  	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	[]
 <b>ARTICLE III</b> <b>THE PROJECT</b>  	
Section 3.1 The Project.....	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports.....	[]
 <b>ARTICLE IV</b> <b>FILOT PAYMENTS</b>  	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property.....	[]
Section 4.3 Removal of Components of the Project.....	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation.....	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 <b>[ARTICLE V</b> <b>ADDITIONAL INCENTIVES]</b>  	
Section 5.1 Infrastructure Credits.....	[]
Section 5.2 Other Incentives.....	[]
 <b>ARTICLE VI</b> <b>CLAW BACK</b>  	
Section 6.1 Claw Back.....	[]

ARTICLE VII  
DEFAULT

Section 7.1 Events of Default ..... []  
Section 7.2 Remedies on Default ..... []  
Section 7.3 Reimbursement of Legal Fees and Other Expenses ..... []  
Section 7.4 Remedies Not Exclusive ..... []

ARTICLE VIII  
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect ..... []  
Section 8.2 Confidentiality ..... []  
Section 8.3 Indemnification Covenants ..... []  
Section 8.4 No Liability of County’s Personnel ..... []  
Section 8.5 Limitation of Liability ..... []  
Section 8.6 Assignment ..... []  
Section 8.7 No Double Payment; Future Changes in Legislation ..... []  
Section 8.8 Administration Expenses ..... []

ARTICLE IX  
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates ..... []  
Section 9.2 Primary Responsibility ..... []

ARTICLE X  
MISCELLANEOUS

Section 10.1 Notices ..... []  
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor ..... []  
Section 10.3 Counterparts ..... []  
Section 10.4 Governing Law ..... []  
Section 10.5 Headings ..... []  
Section 10.6 Amendments ..... []  
Section 10.7 Agreement to Sign Other Documents ..... []  
Section 10.8 Interpretation; Invalidity; Change in Laws ..... []  
Section 10.9 Force Majeure ..... []  
Section 10.10 Termination; Termination by Sponsor ..... []  
Section 10.11 Entire Agreement ..... []  
Section 10.12 Waiver ..... []  
Section 10.13 Business Day ..... []  
Section 10.14 Agreement’s Construction ..... []

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	Project Sunshine (or Project Sunshine 2020)	
<b>Project Location</b>	Pineview Industrial Park	
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	40 years	
• Contract Minimum Investment Requirement	\$400,000,000	
• Contract Minimum Jobs Requirement	325 full time jobs	
• Investment Period	10 years	
• Assessment Ratio	4%	
• Millage Rate	477.5 mills, which is the millage rate as of June 30, 2020 (property tax year 2019)	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	Failure to reach 90% of the Contract Minimum Jobs Requirement or Contract Minimum Investment Requirements shall result on a pro-rata claw back on the SSRC, calculated as provided herein.	
<b>Multicounty Park</b>	Fairfield-Richland Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018	
<b>Infrastructure Credit</b>		
• Brief Description	58% year 1; 50% years 2 -15	
• Credit Term	15 years	
• Claw Back Information	See above	
<b>Other Information</b>		

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of November, \_\_, 2020, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT SUNSHINE, a corporation organized and existing under the laws of the State of Delaware, previously referred to as Project Sunshine or Project Sunshine 2020 (“*Sponsor*”).

WITNESSETH:

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

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

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$400,000 and the creation of 325 new, full-time jobs;

(d) By an ordinance enacted on November 10, 2020, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement]to induce the Sponsor to locate its Facility in the County.

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

**ARTICLE I  
DEFINITIONS**

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including

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

**"Code"** means the Code of Laws of South Carolina, 1976, as amended.

**"Commencement Date"** means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

**"Contract Minimum Investment Requirement"** means a taxable investment in real and personal property at the Project of not less than four hundred million dollars (\$400,000,000).

**"Contract Minimum Jobs Requirement"** means not less than three hundred twenty-five (325) full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

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

**"Department"** means the South Carolina Department of Revenue.

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

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

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

**"Event of Default"** means any event of default specified in Section 7.1 of this Fee Agreement.

**"Fee Agreement"** means this Fee-In-Lieu Of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement.

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

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

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

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

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

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

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten (10) years after the Commencement Date, as extended, pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period is expected to end on \_\_\_\_\_.

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

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018 (as amended from time to time), between the County and Fairfield County, South Carolina, as may be amended.

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

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

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

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 3

9<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

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

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

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

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

“**Sponsor**” means [PROJECT SUNSHINE] 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 October 6, 2020 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 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, 20[ \_\_]. 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, [CALENDAR YEAR FOLLOWING COMMENCEMENT DATE], the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

### **ARTICLE IV FILOT PAYMENTS**

#### **Section 4.1. *FILOT Payments.***

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use for the term of the Fee Agreement the fair market value established in the first year of the Phase Exemption Period as provided in the Act, provided, that the Sponsor may, upon written notice to the County at any time, have the Real Property's fair market value determined 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 four percent (4%), multiplied by
- (iii) A fixed millage rate equal to 477.5 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020.

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

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

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

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

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

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

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

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make

FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

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

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

#### **Section 4.5. Condemnation.**

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

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

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

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

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

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

**ARTICLE V  
ADDITIONAL INCENTIVES**

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

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

[Section 5.2. *Other Incentives.*]

**ARTICLE VI  
CLAW BACK**

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

**ARTICLE VII  
DEFAULT**

**Section 7.1. *Events of Default.*** The following are "Events of Default" under this Fee Agreement:

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

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

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

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

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

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

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

**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

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

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential*

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

### **Section 8.3. Indemnification Covenants.**

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

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

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

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

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

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her

official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

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

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses up to an amount of \$10,000. 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:**

||

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough LLP  
Meridian, 17<sup>th</sup> Floor  
1320 Main Street  
Columbia, SC 29201  
Attention: Edward Kluiters

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

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

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim

under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

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

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

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

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

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

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

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

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

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

**Section 10.10. Termination; Termination by Sponsor.**

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

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

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

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

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

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement]*

**[PROJECT SUNSHINE]**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

[\_\_\_\_\_]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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



**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)  
ATTEST:

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

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The County agrees to provide a Infrastructure Credit for a period of 15 years commencing after the first phase of the Project is placed in service, anticipated to be in \_\_\_\_\_, and shall be comprised of a 58% Infrastructure Credit to be applied against the Company's FILOT payment on the Project for the first year of the term of the Fee Agreement and a 50% Infrastructure Credit for the next 14 years. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company. In the event the permitting and other fees billed or imposed by the County are in excess of 8% of the first FILOT Payment, the overage shall be deducted from the next year's annual FILOT Payment.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement** *[may not exceed 100%]*

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement** *[may not exceed 100%]*

In calculating 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 and, if the Company meets an average of 90% of the job and investment goals, then the claw back reimbursement obligation under this Fee Agreement will not apply.

*For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$410,000,000 had been invested at the Project and 200 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 200/[Contract Minimum Jobs Requirement] = 66.66%%*

*Investment Achievement Percentage = \$400,000/[\$Contract Minimum Investment Requirement] = 100%*

*Overall Achievement Percentage = 66.66C% + 100%/2 = 83.33% (is less than 90%)*

*Claw Back Percentage = 100% - 83.33% = 16.67%*

*Repayment Amount = \$100,000 x 16.67% = \$16,670*

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

**EXHIBIT B**

**FORM OF LAND PURCHASE AGREEMENT**

## PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”), entered into this \_\_\_ day of November, 2020 (“Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, hereinafter called the Seller, and [ ] a Delaware corporation referred to from time to time as “Project Sunshine” or “Project Sunshine 2020,” hereinafter called the Buyer.

WITNESSETH: that for and in consideration of the sum of One Hundred Dollars (\$100.00) (the “Purchase Price”) and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following described property:

See attached parcels 1a, 1b, 2a, and 3 as identified on Exhibit A (the "Property").

Tax Map No. R16100-02-02 (portion); R16100-02-16; R16100-02-04; R16100-02-20; R16100-02-19 (portion); and R16100-02-22.

### 1. **Buyer’s Rights Prior to Closing - Inspection Period.**

(a) The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and from the period following the Effective Date up until the Closing date, the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have full and complete access to the Property, and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, structural, mechanical (including plumbing, HVAC and electrical), topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the “Investigations”) as the Buyer deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property, unless otherwise agreed to in writing by Seller which agreement shall not be unreasonably withheld, delayed or conditioned. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, reasonable costs, expenses actually incurred and liabilities including reasonable attorneys’ fees to the extent caused by Buyer's efforts in undertaking the Investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Investigations shall be repaired to a substantially similar condition that existed prior to the “Effective Date” in the event Buyer fails to close or terminates this Agreement. Within five (5) days of the Effective Date Seller shall provide Buyer with copies (in an electronic format where available) of all reports pertaining to the Property in Seller’s possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have in Seller’s possession relating to the Property.

(b) Buyer shall have 90 days from the Effective Date to conduct inspections and any other due diligence related to the Property and Buyer’s intended use of the Property (such period being herein referred to as the “Inspection Period”). At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no

reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall give written notice of such termination to the Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall have any further rights or obligations hereunder except for any obligations of the Buyer under Section 1.a. above.

(c) To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., or any additional due diligence related to Buyer's proposed use of the Property, at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

## 2. **Seller Covenants.**

(a) Seller shall keep the Property in its present state up to the Closing. The Seller hereby covenants and agrees to convey the Property to the Buyer, its successors or assigns in fee simple by limited warranty deed, free from all defects and encumbrances to the Buyer, except for those identified on Exhibit B attached hereto. Seller shall pay for Seller's attorney's fees, preparation of deed fees and all costs necessary to satisfy any liens imposed upon the Property and deliver marketable title, including recording of satisfactions. Buyer shall pay Seller the Purchase Price (\$100.00) as the full payment for the Property at Closing and be responsible for all other Closing costs. Notwithstanding the above, Buyer and Seller agree that the fair market value of the Property is established at \$3,100,000 for purposes of transfer taxes and taxation and/or fee in-lieu-of taxes.

(b) Seller and Buyer shall agree on a survey establishing the exact boundaries of the Property (as defined herein) prior to Closing (the "Survey").

3. **Seller and Buyer Covenants, Representations and Warranties.** Seller makes the following covenants, representations and warranties, each of which is material and relied upon by Buyer:

(a) Seller is the sole owner of good, fee simple, unencumbered, marketable, and insurable title to all of the Property, subject only to the liens and encumbrances expressly stated in this Agreement.

(b) Except as expressly stated in this Agreement, there are no encroachments, easements, or rights-of-way on, over, under, or across the Property or any part of it which are not of record.

(c) No part of the Property is subject to any unrecorded building or use restrictions or any unrecorded easements or rights-of-way except as disclosed in this Agreement.

(d) To the best of Seller's knowledge, there are no violations of any rule, regulation, code, resolution, ordinance, statute, or law involving the use, maintenance, operation, or condition of the Property.



(e) With respect to the Property, the Seller represents that the Seller has no actual knowledge (i) that the Property is or may be in violation of applicable federal, state or local environmental laws and regulations (“Environmental Requirements”) including, without limitation, the Clean Water Act of 1972 (“CWA”), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) and the Resource Conservation and Recovery Act of 1976 (“RCRA”); (ii) of any pending or threatened investigation or inquiry by any environmental government authority relating to the Property; (iii) that hazardous substances or hazardous wastes have been disposed of or otherwise released on the Property; (iv) that the Seller, in respect of the Property, is subject to any remedial obligations under any Environmental Requirements; and (v) of any claim or suit or threatened claim or suit of a non-governmental third party with regard to damage to such third party based upon environmental matters or environmental related matters in the use, operation or ownership of the Seller’s Property. For purposes of this provision, the terms “hazardous substance” and “release” shall have the meanings specified in CERCLA; the terms “hazardous waste” and “disposal” (or “disposed”) shall have the meanings specified in RCRA; provided that, to the extent that applicable state laws establish a meaning for “hazardous substance,” “release,” “hazardous waste,” or “disposal” which is broader than that specified in CWA, CERCLA or RCRA, such broader meaning shall apply.

(f) Seller has no knowledge of any violations of building, housing, safety, accessibility, fire, zoning, health, environmental, or other laws, rules or regulations affecting the Property. Seller will notify Buyer promptly if Seller receives any such notice prior to Closing.

(g) All labor performed and materials supplied for the Property have been fully paid by Seller, and no mechanic’s lien or other lien may be claimed by any person for such labor or materials.

(h) No condemnation proceedings are pending, or to the best of Seller’s knowledge are threatened, against the Property or any part thereof, and Seller has not received any oral or written notice that any public authority or utility intends or desires to take or use the Property or any part thereof.

(i) All statements made and information given to Buyer in this Agreement, including any related Schedules and Exhibits, are true and accurate in every material respect, and no material fact has been withheld from Buyer. No representation or warranty of Seller in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements not misleading.

(j) Seller has no knowledge or information of any facts, circumstances, or conditions which do or would in any way adversely affect the Property, except as specifically stated in this Agreement or any related Schedules and Exhibits.

(k) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof.

(l) There are no contracts or agreements for services rendered in connection with the Property which Buyer shall be required to take the Property subject to, except as are herein provided.

(m) Buyer shall not have any responsibility for any pre-existing conditions on the Property.

Seller's representations and warranties shall be true at and as of the Closing and shall survive the Closing.

4. **Closing.** The closing ("Closing") contemplated by this Agreement is to be completed on or before thirty (30) days from completion of the Inspection Period, unless the Buyer requests an extension of the Inspection Period pursuant Section 1(c). Seller shall bear all risk of loss until the Closing. If Buyer does not terminate this Agreement within the Inspection Period, Buyer shall have the right to extend the Closing date for an additional 30 day extension period, hereafter the "Extension Period", provided Buyer pays to Seller a nonrefundable deposit equal to \$100.00, hereafter the "Deposit", payable before the date that is 30 days after the expiration of the Inspection Period. If the Buyer does not terminate this Agreement within the Inspection Period, absent a Seller default, the Deposit (if any) shall apply to the Purchase Price. At any time during the contract period Buyer may give Seller written notice that Buyer is ready to close at which time the closing shall occur within 10 days from such notice. Upon Closing, Seller shall transfer the title and ownership of the Property to Buyer and deliver:

- i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed. The Seller covenants, represents and warrants to the Buyer that the title to the Property shall be good, marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit B.
- ii) Conveyance of Easements. The Seller will convey or otherwise assign unto the Buyer any and all rights and titles and interests which the Seller may own or hold or have in and to any and all utility easements and licenses and any and all perpetual and non-exclusive and appurtenant easements and rights-of-way for ingress and egress adjacent to or crossing over or through or benefiting the Property.
- iii) Title Documents. Any commercially reasonable affidavits or documents required by the Buyer or Buyer's title insurance company, including but not limited to (1) an owner's affidavit that there are no parties now in the use or possession or control of the Property; (2) a Transferor affidavit; (3) a South Carolina nonresident withholding affidavit; (4) a Gap Indemnity affidavit; (5) a Survey affidavit; and (6) a certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.
- iv) Other Documents. Other seller closing document as customarily required for South Carolina real estate closings, consistent with the terms and conditions of this

Agreement, including any documents necessary to satisfy mortgage or other liens for indebtedness.

5. **Default.** Upon failure of the Seller to comply with the terms of this Agreement, within the stipulated time, Buyer shall have the rights and options as Buyer's remedies to either (a) immediately terminate this Agreement upon written notice to the Seller; (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Agreement, and to recover all costs and expenses, including reasonable attorney's fees incurred by Buyer in such action; or (c) any and all other remedies whether at law or in equity.

6. **Cancellation.** In case Buyer is not able to proceed with construction of Buyer's intended manufacturing facility on the Property, including, but not limited to, a failure to obtain the necessary environmental operating permits, Buyer shall provide notice to Seller of its inability to proceed with the construction of its project and shall reconvey the Property to Seller for a consideration of \$100.00, and Seller agrees to accept such conveyance of the Property. This Agreement shall, upon Buyer providing such notice of inability to proceed to Seller, terminate and be of no further force and effect.

7. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by Federal Express, UPS or other national overnight courier service, as of the date such notice is deposited for delivery with the national overnight courier service; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above; and (v) if by e-mail, when the message is received by the addressee provided that such addressee acknowledges same or that a hard copy referencing the date of the email delivery is sent the same day by one of the other delivery methods.

To Seller:

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

To Buyer:

[ ]

With a copy to: (does not constitute notice):

Mr. Robert Boehringer  
Managing Director, Global Location and Expansion Services  
KPMG LLP  
1601 Market Street  
Philadelphia, PA 19103

and

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor (29201)  
PO Box 11070  
Columbia, SC 29211

8. **Time of Essence.** Time is of the essence in the performance of the terms and conditions of this Agreement; provided any time period which ends on a Saturday, Sunday or State or Federal holiday shall be deemed extended such that it shall end on the next business day thereafter.

9. **Assignments.** This Agreement may be assigned by Buyer to the entity to be formed as contemplated in the first sentence of this or an affiliate of Buyer without Seller's approval. Buyer may assign this Agreement to any party not identified in the first sentence of this Section 9, but only with Seller's consent which consent shall not be unreasonably withheld, delayed or conditioned.

10. **Successors and Assigns.** This Agreement is binding upon the parties, their heirs, executors, administrators, successors or assigns. The recitals above are hereby incorporated into and made a part of this Agreement.

11. **Governing Law.** This contract shall be construed in accordance with and governed by the laws of the State of South Carolina.

12. **Survival of Obligations.** All provisions which, by their terms, are intended to survive the Closing, including, but not limited to the provisions of Sections 1(a) and 3, shall survive the Closing.

13. **Entire Agreement.** It is understood that this written Agreement constitutes the entire contract between the parties hereto and hereby supersedes any prior discussions, agreements and negotiations heretofore.

[SIGNATURE PAGE FOLLOWS]

Witness our Hands and Seals the day and year first above written.

Buyer: [ ]

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

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_, 2018

Seller: RICHLAND COUNTY, SOUTH CAROLINA

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

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. Ad valorem taxes for the year of Closing.
2. All zoning, subdivision, land use and other laws, regulations or ordinances applicable to the Property.
3. Any matter disclosed by Buyer's Title Insurance Commitment (other than consensual liens placed upon the Property by Seller which shall be removed at Closing by the payment of money from Seller's proceeds) or by the Survey, which is not objected to by Buyer to Seller.



**EXHIBIT C**  
**FORM OF INCENTIVE AGREEMENT**

~#4829-5219-9790 v.3~

# INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (this “IA”) is hereby dated as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and among [ ] a/k/a “Project Sunshine” or “Project Sunshine 2020” (the “Company”), Richland County, South Carolina (the “County”), the South Carolina Department of Commerce (“DOC”), the South Carolina Coordinating Council for Economic Development (the “Coordinating Council”), the City of Columbia (the “City”), and Palmetto Railways (“Palmetto Railways”) (the County, DOC, the Coordinating Council, the City and Palmetto Railways shall be collectively referred to herein as the “Public Parties”).

## WITNESSETH:

WHEREAS, the Company contemplates the establishment of a beverage manufacturing facility (the “Project”) in the County; and

WHEREAS, the Company anticipates that the Project will result in an investment of approximately \$400 million and the creation of approximately 325 new, full-time jobs in the County by December 31, \_\_\_\_\_;

WHEREAS, based on the information the Company has provided, the Public Parties intend to provide certain funds and other incentives as an inducement for the Company to locate the Project in the County; and

WHEREAS, the purpose of this IA is to set forth the various intentions and make such commitments as are expressly set forth herein of the parties hereto to induce the Company to locate the Project in the County; and

WHEREAS, some of the terms set forth in this IA are summary in nature and the complete terms of the various commitments will be contained in the final agreements relating to the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1 PUBLIC PARTIES COMMITMENTS

1.1. Land. The County will transfer to the Company or an Affiliate (as defined in Section 2.1 hereof), as identified by the Company to the County, in return for a payment of \$100.00 by the Company, fee simple absolute marketable and insurable title to approximately 124 acres of land, free and clear of liens and encumbrances, located north of Longwood Road in the County in the Pineview Industrial Park and more particularly described in Exhibit A attached hereto (the “Land”). The boundary of the Land is being established based on a preliminary design provided by the Company. The Company is in the process of designing the layout of the Project on the Land and may request an adjustment of the boundary line as may be needed to accommodate the project. The County agrees to any such adjustment requested by the Company provided any adjustment involving any land other than the Expansion Land (as defined below) will require the consent of the County. To the extent the acreages of the Land and the Expansion Land are affected, the revised acreages shall be substituted

for the acreages used throughout this IA. The County represents it owns the Land or, in case of approximately 10 acres owned by the Sylvia Brannon estate, the County has an option to purchase, and agrees to expedite the readings of the ordinance authorizing the transfer of the Land by calling special meetings to meet the Company's schedule. The County agrees it will obtain fee simple title to the approximately 2.36 acre parcel of land currently owned by Wildlife Action Inc. (Parcel No. R16100-02-22), and will convey such land to the Company at no cost to the Company as part of the transfer of the Land and this parcel will be included in the definition of Land.

The County will make the transfer of the Land by limited warranty deed upon receiving a written request for same from the Company, which request shall be provided by the Company to the County at least 5 days before the date on which the transfer is to occur. The Company, as buyer, and the County, as seller, shall each bear their respective customary closing costs arising from the transfer of the Land.

In connection with the transfer of the Land, the County will also transfer fee simple absolute marketable and insurable title to the remaining approximately 78 acres located north of Longwood Road more particularly described on **Exhibit C** attached hereto (the "**Expansion Land**"). However, the transfer of the Expansion Land shall be subject to a reverter clause in case the Company does not expand on all or a portion of the Expansion Land or a supplier to the Company does not locate on some or all of the Expansion Land (collectively, the "**Expansion Project**") within 30 months of the transfer of the Expansion Land and such Expansion Project does not represent an investment of at least \$150 million. The County represents it owns the Expansion Land.

The County will, no later than December 1, 2020, purchase approximately 35.5 acres shown on **Exhibit B** attached hereto to provide rail service to the Land and the Expansion Land (or as much acreage as is needed to provide adequate rail service to the Land and the Expansion Land) (the "**Rail Land**"). The County represents that it has a valid option to purchase the Rail Land. The County will transfer fee simple absolute marketable and insurable title to the Rail Land to Palmetto Railways for a purchase price of \$100.00.

The County will provide to the Company the most recent Phase I Environmental Site Assessment, and any other most recent studies related to the Land, the Rail Land and the Expansion Land that the County has had conducted with respect to the Land, the Rail Land, and the Expansion Land (collectively, "**Studies**"). The Company may, so long as notice is given to the County, reject the Land, the Rail Land, and the Expansion Land if the Company, in its sole discretion, determines, based on the Studies, the Company's Phase I Environmental Site Assessment and any additional information or data obtained by the Company, and the matters disclosed therein, that the Land, the Rail Land, or the Expansion Land is not suitable for the Project. The Company is responsible for the costs of any due diligence work in addition to the Studies that the Company desires to be done with respect to the Land, the Rail Land, and the Expansion Land.

1.2. Utilities. The County will use best efforts to assist the Company in obtaining connections for utilities (including, but not limited to, electricity, gas, water, and sewer) at no cost to the Company, to the Land at a location or locations reasonably acceptable to the Company, with capacities needed for the Company's manufacturing operations.

1.2.1. Natural Gas. Natural gas service to the Land shall be provided by Dominion no later than April 1, 2021. Dominion has agreed to extend a service line onto the Land and to install

a meter station at no cost to the Company, all pursuant to the letter from Dominion attached hereto as **Exhibit E**. The County agrees to provide any required encroachment permits needed from the County in order for Dominion to extend the gas line to the Land. DOC and the County will use best efforts to facilitate and support the Company's negotiations with Dominion and the extension of the gas line to the Land.

1.2.2. **Electricity**. Electric service to the Land shall be provided by Dominion under Dominion's Economic Development Rider. Dominion will provide electric service for both the construction of the manufacturing facility on the Land through an existing distribution line and for the operations of the manufacturing facility through a new transmission line and a new substation which Dominion has agreed to construct on the Land at no cost to the Company, all as outlined in the letter from Dominion attached hereto as **Exhibit E**. The County agrees to provide any required easements and/or encroachment permits needed from the County in order for Dominion to extend power line(s) to the Land. DOC and the County will use best efforts to facilitate and support the Company's negotiations with Dominion.

1.2.3. **Water Service**. Water service to the Land shall be provided by the City, as evidenced by the water availability letter attached hereto as **Exhibit F**. DOC and the County will use best efforts to facilitate and support the Company's negotiations with the City. The water line shall be extended onto the Land by the City at no cost to the Company and shall be finished by April 1, 2021.

1.2.4. **Sewer Service**. The City will also provide wastewater treatment service to the Land as evidenced by the wastewater treatment availability letter attached hereto as **Exhibit F**. DOC and the County will use best efforts to facilitate and support the Company's negotiations with the City. The sewer line shall be extended onto the Land by the City at no cost to the Company by April 1, 2020. The County and DOC will, if requested by the Company, use its best efforts to facilitate and support the Company obtaining permits and the required right of way for direct discharge of pre-treated wastewater.

1.2.5. **Rail**. The Land is expected to be served by Norfolk Southern Corporation ("NS") as evidenced by the letter attached hereto as **Exhibit G**. DOC, Palmetto Railways, and the County will use their best efforts to facilitate and support negotiations with NS for a spur track to service the Land as depicted on the Site Plan and to obtain any required approvals for the construction of the rail spur to the Land and the Expansion Land as currently contemplated and show on **Exhibit G-1** hereto. The exact location of the rail spur and configuration thereof is currently being evaluated by the Company and NS and will depend on the final layout of the Project on the Land and may therefore change from the location shown on **Exhibit G-1** upon agreement of NS, the Company and Palmetto Railways.

Once the final location of the rail spur is approved by the Company, NS, and Palmetto Railways, Palmetto Railways agrees to construct the rail spur as agreed upon at no cost to the Company and in accordance with NS standards to be completed no later than \_\_\_ days after final approval of the layout. It is anticipated that the rail spur will cross Longwood Road [and the right of way of the Shop Road Extension?]. Palmetto Railways agrees to obtain all required permits and approvals associated with the construction of the rail spur and any right of way crossings and agrees to install any required crossing signals or other equipment that may be required at no cost to the Company.

1.2.6. Telecommunication Service. Telecommunication service to the Land shall be provided by pursuant to the letter attached hereto as Exhibit H.

1.3. Zoning. The Land is located in the M-1 zoning district. Based on information provided to the County regarding the Company’s planned activities, the County zoning ordinances permit the uses the Company has proposed to the County. The County has provided a zoning letter, which is attached hereto as Exhibit I.

1.4. Permitting and Fees. DOC and the County will use best efforts to assist with the issuance of all State of South Carolina (the “State”), County, and local construction, zoning, environmental, stormwater, and other permits, including without limitation any air permit, synthetic minor permit, stormwater permit, and pre-treatment wastewater permit, approvals and consents that may be necessary or reasonably desirable in connection with the construction of the Project and the operation thereof by the Company. This assistance also includes the final building inspection by the County building inspector. The County has agreed to provide an expedited approval process for the land development permits as indicated by Exhibit J attached hereto. A timeline of the approvals required is attached hereto as Exhibit J. Based upon the information provided to DOC and the County by the Company concerning the Project, DOC and the County presently foresee no problem with respect to the timely permitting, construction and operation of the Project.

The County agrees to waive all County billed or imposed fees associated with Project Sunshine, including but not limited to building, electrical, mechanical, HVAC, plumbing, fire impact, permitting, application, studies, development, inspection, occupancy or compliance, erosion and sediment control, wetlands mitigation or studies, utility tap, survey, impact, and rezoning fees, except for the following one-time fees based on the construction of a 1,100,000 square foot building representing an investment of \$160 million:

- Industrial Site Plan Fee: \$114,329 (for site plan review)
- Building Permit Fee: \$342,882 (for building permit, includes building inspections)
- Inspection Fees for HVAC, Mechanical, Fire Suppression and Electrical: to be paid by the individual subcontractors.
- Plan Review: \$65,148 (for building plan review)
- Total Fees: \$522,359

1.5. County Business License Tax. Under the County’s existing Business License Fee Ordinance, the County business license tax is applicable as follows: \_\_\_\_\_ [to be completed].

1.6. Multi-County Industrial Park. The County will use best efforts to include the Project in the multicounty industrial park between the County and Fairfield County, South Carolina governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018 (as previously amended, the “**Park Agreement**”), and the County will use best efforts to cause the Project to continue to be located in the Park or such other multi-county industrial and business park for the period of the FILOT Agreement (as defined below) and SSRC so as to afford the Company the benefits of Title 4, Chapter 1, and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended.

1.7. Fees-in-lieu of Taxes. The County agrees to adopt an ordinance authorizing a fee-in-lieu of taxes (“**FILOT**”) agreement pursuant to Chapter 44 of Title 12 of the South Carolina Code, as amended (the “**FILOT Statute**”), the terms of which agreement shall be mutually agreeable to the Company and the County (the “**FILOT Agreement**”). The County agrees to expedite the readings of the ordinance by calling special meetings to meet the Company’s schedule. The FILOT Agreement will provide the Company with the specified FILOT benefits for 40 years for each component of the Project placed in service during the "Investment Period" (as defined in the FILOT Statute and referred to herein as the “**Investment Period.**”) The Company shall be entitled to an Investment Period of 10 years under the FILOT Statute. In addition, the Company shall be entitled to elect a fair market valuation of the real estate instead of the cost basis upon written notice to the County. The annual FILOT payment shall be calculated based on an assessment ratio of 4% and a locked millage rate of 477.5 mills, which is the millage rate as of June 30, 2020, and which is the lowest allowable millage rate under the FILOT Statute. This IA shall constitute action reflecting and identifying the Project for purposes of the FILOT Statute with respect to the Company.

1.8. Special Source Revenue Credit. The County agrees to provide a Special Source Revenue Credit (the “**SSRC**”) to help offset the cost to the Company of certain Project-related expenditures. The County shall provide the SSRC for a period of 15 years commencing after the first phase of the Project is placed in service, anticipated to be in 2021, and shall be comprised of a 58% SSRC to be applied against the Company’s FILOT payment on the Project for the first year of the term of the FILOT Agreement and a 50% SSRC for the remaining 14 years. The total amount of the SSRC shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company. In the event the permitting and other fees billed or imposed by the County are in excess of 8% of the first FILOT Payment, the overage shall be deducted from the next year’s annual FILOT payment.

1.9. State Grants. The Secretary of Commerce, as Chairman of the Coordinating Council, will recommend, subject to approval by the Coordinating Council, that the Coordinating Council approve a grant of \$4,500,000 for the Project (the “**State Grant**”) which will be used to reimburse the Company for the cost of site preparation or building construction. See attached **Exhibit K**. The Company will be required to enter into a Performance Agreement (the “**Performance Agreement**”) with the Coordinating Council and the County and to satisfy the 325 new job creation requirement and the \$400 million capital investment requirement by December 31, 2023. The State Procurement Code is not applicable to the State Grant. The County represents that upon compliance with the requirements of **Exhibit A** to the Performance Agreement, the County Procurement Code requirements will have been met.

DOC will assist the County with the purchase of the Rail Land by providing a grant of \$1,500,000 to the County from the LocateSC program. \$250,000 of the LocateSC grant will be included in the Performance Agreement minimum investment and job creation requirement provisions.

1.10. State Job Development Credits. Upon application by the Company, the Secretary of Commerce, as Chairman of the Coordinating Council, will recommend that the Coordinating Council approve the Company’s eligibility to collect Job Development Credits as set forth herein. The Company may file three (3) separate applications. If approved, the Company and the Coordinating Council will enter into a revitalization agreement for each application (each, a “**Revitalization Agreement**”) to allow the Company to claim job development credits (“**Job Development Credits**”) pursuant to the terms of the Revitalization Agreement and in accordance with S.C. Code § 12-10-80.

The Company may use Job Development Credits refunded to the Company to reimburse the Company for eligible project costs incurred in connection with acquisition of real property, construction of and improvements to real property, pollution control equipment, construction of the manufacturing facility, and such other items as may be permitted by law and as approved by the Coordinating Council and set forth in each Revitalization Agreement. Only jobs paying cash compensation at or above \$17.00 per hour will be eligible for Job Development Credits, and such minimum wage requirement will be adjusted every five years to equal the County's average hourly wage as of the date of the adjustment. Job Development Credits will be limited to \$3,250 per employee, per year with the exception that up to 20 jobs selected by the Company will have a cap of \$8,000 per job per year. The percentage of the Job Development Credits for each qualifying job will be between 2% and 5% of the wages of such job, with the higher paying jobs subject to higher rebate percentages as customarily provided by the Revitalization Agreement.

The Company may claim the Job Development Credits for a period of 10 years beginning once the Company certifies that it has met the minimum job requirement and minimum investment requirement as set forth in each Revitalization Agreement and begins claiming Job Development Credits.

1.11. State Training. Training will be provided by readySC™ as outlined in the letter attached as **Exhibit L**, DOC agrees to use its best efforts to assist the Company in implementing the commitment from readySC™, to allow readySC™ to work closely with the Company through a comprehensive and customized process that includes recruiting, screening, and training workers to meet the Company's specifications.

1.12. State Income Tax Credits and Exemptions.

1.12.1. Statutory Tax Credits. DOC agrees to use its best efforts to assist the Company with its attempts to qualify for statutory tax credits for which the Company may qualify, including, but not limited to, jobs tax credits, investment tax credits, research and development tax credits and port volume increase credits.

1.12.2. Sales Tax Exemptions. DOC agrees to use its best efforts to assist the Company with its attempts to qualify for the sales tax exemptions for which the Company may qualify, including without limitation the sales tax exemption for construction materials used in the construction of a manufacturing facility that invests at least \$100 million in a single site over an 18 month period under S.C. Code Ann. § 12-36-2120(67) and material handling equipment for manufacturing or distribution projects investing \$35 million or more.

1.13. Additional Incentives. In the event the Company is considering a future expansion the Public Parties agree to give appropriate consideration to qualifying discretionary incentives for such expansion that are commensurate with incentives provided to new projects of a comparable scope, including, but not limited to, State grants, a fee in lieu of taxes incentive, special source revenue credits, and job development credits. The County agrees that any suppliers to the Company, including, but not limited to, the Supplier Project, will be offered the same incentives as are offered to the Company herein, commensurate with the level of investment and job creation of such supplier and other, similar projects locating in the County.

1.14. Affiliates and Suppliers. The County and Company intend that the FILOT Agreement contain a provision allowing for the addition to that Agreement as a party for any person or entity which (a) meets the definition of “Sponsor-Affiliate” set out in the FILOT Statute and (b) executes and delivers to the County a Joinder Agreement, the form of which shall be attached to the FILOT Agreement as an Exhibit. The County agrees that companies affiliated with the Company and qualifying as Sponsor Affiliates under the state statute will be aggregated into a single incentive agreement with the County and entitled to the same incentives and their investment and job creation will go towards fulfilling the Company’s achievement goals as described in this Agreement, provided, however, that each qualifying Sponsor Affiliate invest at least the minimum investment as set forth in Section 12-44-30(19) of the Act.

1.15. Public Parties’ Liaison. DOC agrees to use its best efforts to facilitate and coordinate the activities and communications by and between the Company and the various State and local public and private entities that will be involved in the implementation of the Project. The Existing Industry program at DOC will provide a point of contact for the Company to call with issues or concerns. Members of the Existing Industry team will be able to provide assistance to the Company on an as needed basis by tapping into DOC’s network of expertise and external allies.

## **ARTICLE 2 COMPANY COMMITMENTS**

2.1. Project. The Project is comprised of the Land, the improvements to be constructed thereon, and certain personal property for use in connection with the Project, and any other investment satisfying the statutory definition of Economic Development Property. The Company may include one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company (each, an “**Affiliate**”), each of which must qualify as a “Sponsor Affiliate” under the FILOT Act, so long as each additional entity sign the Joinder Agreement attached to the Fee Agreement. The Public Parties expressly agree that, for purposes of any minimum job creation requirements or obligations or any representations or warranties under the Performance Agreement, this IA, the FILOT documents, and the State training programs, the jobs created by [ ] a Delaware corporation and an Affiliate, will count towards any minimum job creation requirements to which the Company is subject or which it represents or warrants.

2.2. Construction of the Facility. Subject to the receipt by the Company of the incentives described in this IA and the conditions contained in this IA, the Company or its Affiliate will acquire the Land and construct a manufacturing facility thereon. In this regard, the Company shall select the contractors or subcontractors and the architects and gain all approvals for the construction of the facility.

2.3. Jobs and Investments. The Company intends, by December 31, 2023, to create 325 or more new, full-time jobs and to invest \$400 million or more in real and tangible personal property that will be subject to property taxes, or in property tax-exempt pollution control property, in the County in connection with the Project. The Company shall be subject to potential reimbursement payment obligations, as set forth in Section 2.4 of this IA.

2.4. Contingencies and Reimbursement.



a. Company Contingencies. The Company plans to proceed with the Project in reliance upon the fulfillment of all the commitments of the Public Parties as referenced herein and on environmental, geotechnical, wetlands, cultural resources, and other conditions of the Land, the Rail Land, and the Expansion Land being acceptable to the Company. The Company's commitment to go forward with the Project is also contingent upon fulfillment of the commitments made by other public and private entities.

b. Company Reimbursement Obligation to County. If the Company fails to create 325 or more new, full-time jobs and to invest \$400 million or more as of the end of the Investment Period, the Company shall be obligated to repay a prorated portion of the SSRs, with such prorated portion to be calculated by determining the average achievement percentage of the job and investment requirements as of the last day of the Investment Period. Investment shall be measured based on gross cost without regard to depreciation. The FILOT Agreement shall provide that if the Company meets an average of 90% of the job and investment goals, then the reimbursement obligation will not apply.

c. Administrative Expenses. The Company agrees to pay the reasonable and necessary expenses that the County may incur with respect to the execution and administration of this IA (the "Administration Expenses"). "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the IA; and (ii) the fulfillment of the County's obligations under this IA and any related documents and the implementation and administration of terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees with respect to the IA and the fulfillment thereof shall not exceed \$10,000.00.

d. Indemnification. The FILOT Agreement will contain an indemnification provision as follows ("Sponsor" shall mean the Company in the following paragraphs):

(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 or the Purchase and Option Agreement (collectively "**Incentive Agreements**"), performance of the County's obligations under the Incentive Agreements or the administration of its duties pursuant to the Incentive Agreements, or otherwise by virtue of the County having entered into the Incentive Agreements (collectively "**Covered Claim**"), provided, however, that the Company's indemnification obligation shall only extend to those liabilities or claims resulting from a direct and specific challenge to the validity or legality of the Incentive Agreements or the ordinances authorizing such agreements and not to agreements of this type generally, and shall further not include any costs of compliance with the South Carolina Freedom of Information Act. To the extent any payment ("**Claim Payment**") is due from the County pursuant to (i) a final, non-appealable court order or decision relating to a Covered Claim brought against the County, or (ii) the settlement of any Covered Claim brought against the County, provided the settlement is consented to by the Company, which consent shall not be unreasonable withheld, the parties shall negotiate in good faith a reduction of the benefits provided under the Incentive Agreements in order to provide the County a full reimbursement of any Claim Payment, and provided further that such reduction in benefits under the Incentive Agreements shall not exceed an amount equal to 5% of the total benefits conferred to and

claimed by the Company pursuant to the Incentive Agreements and shall constitute the sole source of reimbursement for any Covered Claim.

(b) The Company shall further 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 in an aggregate amount not to exceed \$75,000. 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 Covered Claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such Covered 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. The Sponsor shall have a right to resist or defend any Covered Claim in order to avoid a default judgment in any situation where the County fails to resist or defend any Covered Claim.

(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 the Incentive Agreements, performance of the County's obligations under the Incentive Agreements, or the administration of its duties under of the Incentive Agreements; 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.]

### **ARTICLE 3 DEFAULT**

3.1 Company Default. In the event of a failure of the Company to meet the commitments set forth herein, the Public Parties shall have the right to pursue such remedies and damages as may be available under the other agreements entered into in connection with the incentives described herein.

3.2 Public Parties Default. In the event of a breach of this IA or failure of the Public Parties to meet the commitments set forth herein, the Company shall have the right to pursue such remedies and damages as may be available at law or in equity.

### **ARTICLE 4 MISCELLANEOUS**

4.1 Startup and Cessation of Company Operations. The Public Parties recognize and agree that the Company may, at its sole discretion, choose not to proceed with the Project or, at any time, reduce or cease Operations and vacate the facility and the Land, and the Public Parties hereby waive any legal claims or actions they may have against the Company based on same, except as may be separately set forth in other agreements, including the Performance Agreement, the FILOT Agreement and each Revitalization Agreement. It is expressly agreed that nothing contained in this IA shall be construed to contain a covenant, express or implied, to either commence or continue operations on the Land or otherwise. The Parties intend that each agreement contemplated by this IA shall be assignable by the Company with the consent of the County or other Public Parties, such consent not to be unreasonably withheld.

4.2 Governing Law. The governing law of this IA shall be the laws of the State without giving effect to any choice of law provision or rule (whether of the State or any other jurisdiction).

4.3 Commitments. The Company acknowledges that, as set forth above, some of the commitments by the Public Parties herein are subject to approvals by governing councils or as required by statute and, therefore, do not create binding commitments absent any such required approvals. The County hereby represents and confirms that the County Council has authorized and approved the County's execution and delivery of this IA by resolution and the performance by the County of its obligations hereunder. However, certain commitments of the County may require further approval by ordinance and subsequent agreement, or both.

4.4 Successors and Assigns. This IA and each document contemplated hereby or related hereto shall, except as otherwise stated herein, be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

4.5 Subsequent Agreements. This IA contemplates the preparation and execution of a number of subsequent agreements. The parties hereto agree to work in good faith and diligently to pursue the consummation of such agreements. In the event of any inconsistencies between the provisions of this IA and the terms of any subsequent agreement relating to an incentive, the terms of such subsequent agreement shall prevail.

4.6 Freedom of Information Act. The Company acknowledges and agrees that this IA will be subject to disclosure pursuant to the South Carolina Freedom of Information Act, Chapter 4 of Title 30 of the South Carolina Code ("FOIA"). The Public Parties agree to utilize applicable exemptions of FOIA located in S.C. Code § 30-4-40 to the maximum extent authorized by law to protect confidential information related to this IA. Each of the Public Parties further agrees that, if it is required to respond to a request for information pursuant to FOIA, it will notify the Company of such request for information and its intended response prior to sending the response, provided that failure to provide notice shall not be considered a default under this agreement. The County agrees to allow the Company a reasonable opportunity to provide the County with its position on the County's response to the FOIA request.

4.7 Severability. In case any one or more of the provisions contained in this IA should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal or unenforceable, the parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable

provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

4.8 Assignment and Project Ownership. All of the commitments, inducements and incentives contained or referenced in this IA are made for the benefit of the Company and any Affiliate. This IA is not assignable by the Company without prior written consent of the Public Parties, which consent shall not be unreasonably withheld, except that the Company may assign this IA to an Affiliate without the prior written consent of the Public Parties provided that the Company notifies the Public Parties within thirty days following such assignment. However, the Public Parties recognize and agree that Project ownership may be split between two or more entities in a build to suit or equipment lease arrangement, and all such entities shall be entitled to the full benefits of this IA.

4.9 Notices. Any notice, request, demand, claim or other communication under this IA shall be in writing and shall be duly given or made (a) when personally delivered to the intended recipient; (b) five days after it is sent by certified, first class mail, return receipt requested, postage prepaid; or (c) three days after it is sent by any recognized courier service to the following addresses of the recipients:

**IF TO THE COMPANY:**

[ ]

**WITH A COPY TO:**

Nelson Mullins Riley & Scarborough LLP  
Meridian, 17<sup>th</sup> Floor  
1320 Main Street  
Columbia, SC 29201  
Attention: Edward Kluiters

**IF TO THE COUNTY:**

Richland County, South Carolina  
1201 Main Street, Suite 1110  
Columbia, SC 29201  
Attention: Jeff Ruble

**WITH A COPY TO:**

Parker Poe Adams & Bernstein LLP  
110 East Court Street, Suite 200  
Greenville, SC 29601  
Attention: Ray Jones

**IF TO DOC:**

South Carolina Department of Commerce  
Attn: Daniel Young  
1201 Main Street, Suite 1600

Columbia, SC 29201

**IF TO COORDINATING COUNCIL:**

South Carolina Coordinating Council for Economic Development  
Attn: Daniel Young  
1201 Main Street, Suite 1600  
Columbia, SC 29201

**IF TO THE CITY OF COLUMBIA:**

City of Columbia  
Attn:  
P.O. Box 147  
Columbia SC 29217

**IF TO PALMETTO RAILWAYS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.10 Waiver. Any party may waive compliance by any of the other parties with any term or condition of this IA only in a writing signed by the waiving party.

4.11 Entire Agreement; Amendment. Except as stated to the contrary herein, or except as may be stated in future agreements executed by and binding upon the applicable parties to this IA, this IA constitutes the entire understanding among the parties with respect to the subject matter hereof. None of the parties shall be bound by any terms, conditions, statements or representations (oral or written) not herein contained. No modification of this IA shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties to this IA.

4.12 Time of Essence. Time is expressly declared to be of the essence with respect to the matters addressed in this IA.

4.13 Further Action. The Public Parties intend to take whatever actions are necessary or appropriate in order to confirm and ratify, and to comply with, their undertakings in this IA.

4.14 Incorporation by reference. All Exhibits referred to in this IA are to be considered as if they are attached to and completely incorporated in this IA by reference.

4.15 Headings. The headings contained in this IA are for convenience only and shall in no way affect the meaning of the provisions contained herein.

4.16 Counterparts. This IA may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this IA as of the date first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**SOUTH CAROLINA DEPARTMENT OF COMMERCE**

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

**SOUTH CAROLINA COORDINATING  
COUNCIL FOR ECONOMIC DEVELOPMENT**

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

**CITY OF COLUMBIA, SOUTH CAROLINA**

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

**PALMETTO RAILWAYS**

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

[]

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

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



## **List of Exhibits**

Exhibit A – Land

Exhibit B – Rail Land

Exhibit C – Expansion Land

Exhibit D – Supplier Right of First Refusal Land

Exhibit E – Dominion Electric and Gas Letters

Exhibit F – City of Columbia Water and Wastewater Treatment Letter

Exhibit G – Norfolk Southern Rail Letters

Exhibit H – [Telecom Letter]

Exhibit I – Richland County Zoning Letter

Exhibit J – Richland County Permits and Fees Letter

Exhibit K – State Grant Letter

Exhibit L – readySC™ Letter

**Exhibit A - Land**

**Exhibit B – Rail Land**

**Exhibit C – Expansion Land**

**Exhibit D – Supplier Right of First Refusal Land**

**Exhibit E – Dominion Electric and Gas Letters**

**Exhibit F – City of Columbia Water and Wastewater Treatment Letter**

**Exhibit G – Norfolk Southern Rail Letters**



**Exhibit H – [Telecom Letter]**

**Exhibit I – Richland County Zoning Letter**

**Exhibit J – Richland County Permits and Fees Letter**

**Exhibit K – State Grant Letter**

**Exhibit K-1 – ReadySC Letter**

4833-2426-5421 v.2

# Richland County Council Request for Action

**Subject:**

For the benefit of Project Sunshine, approving the acquisition and transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto

**Notes:**

First Reading: October 6, 2020

Second Reading:

Third Reading:

Public Hearing:

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

**FOR THE BENEFIT OF PROJECT SUNSHINE, APPROVING THE  
ACQUISITION AND TRANSFER OF CERTAIN REAL PROPERTY  
LOCATED IN RICHLAND COUNTY, THE GRANTING OF CERTAIN  
EASEMENTS AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Project Sunshine (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs, all within five year of the commencement of operations, upon approximately 124 acres of land located in the Pineview Industrial Park (the “Project Property”); and

WHEREAS, the Sponsor has requested that adjacent property consisting of approximately 78 acres and more specifically identified on Exhibit A attached hereto also be conveyed to the Sponsor (the “Expansion Property”) in order to accommodate a supplier and/or an expansion of the Project; and

WHEREAS, at the request of the Sponsor and as an additional inducement to locate the Project in the County, the County desires to enter into (1) a Purchase Agreement, the form of which is attached as Exhibit A (the “Purchase Agreement”), pursuant to which the County will transfer the Expansion Property to the Sponsor (the “Property”); and (2) an Easement Agreement (the “Easement Agreement”) pursuant to which the County will grant certain easements related to the establishment of rail access to the Property and the Project Property.

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

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

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

**Section 2. Real Property Conveyance.** The form, terms and provisions of the Purchase Agreement that is before this meeting is approved and all of the Purchase Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair (and various County officials and staff acting at the Chair’s direction) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Purchase Agreement in the form attached with any revisions or changes thereto as are not materially adverse to the County as approved by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Purchase Agreement and to deliver the Purchase Agreement to the Sponsor.

The Chair (and various County officials and staff acting at the Chair’s direction) is authorized and directed, in the name of and on behalf of the County, to take such further actions as may be necessary,

including the approval of a survey establishing the boundaries of the Property and the execution of a limited warranty deed and other closing documents, to accomplish the transfer of the Property and the inducement of Sponsor to locate in the County.

**Section 5. Easement Agreement.** The form, terms and provisions of the Easement Agreement that is before this meeting is approved and all of the Easement Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair (and various County officials and staff acting at the Chair's direction) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Easement Agreement in the form attached with any revisions or changes thereto as are not materially adverse to the County as approved by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Easement Agreement and to deliver the Easement Agreement to the Sponsor.

The Chair (and various County officials and staff acting at the Chair's direction) is authorized and directed, in the name of and on behalf of the County, to take such further actions as may be necessary, including the approval of a survey establishing the boundaries of the easement property and the execution of a limited warranty deed and other closing documents, to accomplish the transfer of the easement rights to the easement property and the inducement of Sponsor to locate in the County.

**Section 5. Grant Acceptance and Administration.** To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project's benefit according to any documents governing the receipt and expenditure of the grant funds.

**Section 6. Further Assurances.** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance, the Purchase Agreement, and the Easement Agreement.

**Section 7. 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 8. 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 9. Effectiveness.** This Ordinance is effective after its third reading and public hearing.



RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading:      October 6, 2020  
Second Reading:    October 20, 2020  
Public Hearing:      [November 10, 2020]  
Third Reading:      [November 10, 2020]

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

## EXPANSION LAND PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”), entered into this \_\_\_ day of November, 2020 (“Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, hereinafter called the Seller, and [ ] a Delaware corporation referred to from time to time as “Project Sunshine” or “Project Sunshine 2020,” hereinafter called the Buyer.

WITNESSETH: that for and in consideration of the sum of One Hundred Dollars (\$100.00) (the “Purchase Price”) and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following described property:

See attached parcel 1b as identified on Exhibit A (the "Property").

Tax Map No.'s R16100-02-02 (portion); R16100-02-16; and R16100-02-04.

### 1. **Buyer’s Rights Prior to Closing - Inspection Period.**

(a) The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and from the period following the Effective Date up until the Closing date, the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have full and complete access to the Property, and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, structural, mechanical (including plumbing, HVAC and electrical), topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the “Investigations”) as the Buyer deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property, unless otherwise agreed to in writing by Seller which agreement shall not be unreasonably withheld, delayed or conditioned. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, reasonable costs, expenses actually incurred and liabilities including reasonable attorneys’ fees to the extent caused by Buyer's efforts in undertaking the Investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Investigations shall be repaired to a substantially similar condition that existed prior to the “Effective Date” in the event Buyer fails to close or terminates this Agreement. Within five (5) days of the Effective Date Seller shall provide Buyer with copies (in an electronic format where available) of all reports pertaining to the Property in Seller’s possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have in Seller’s possession relating to the Property.

(b) Buyer shall have 90 days from the Effective Date to conduct inspections and any other due diligence related to the Property and Buyer’s intended use of the Property (such period being herein referred to as the “Inspection Period”). At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall

give written notice of such termination to the Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall have any further rights or obligations hereunder except for any obligations of the Buyer under Section 1.a. above.

(c) To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., or any additional due diligence related to Buyer's proposed use of the Property, at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

## 2. **Seller Covenants.**

(a) Seller shall keep the Property in its present state up to the Closing. The Seller hereby covenants and agrees to convey the Property to the Buyer, its successors or assigns in fee simple by limited warranty deed, free from all defects and encumbrances to the Buyer, except for those identified on Exhibit B attached hereto. Seller shall pay for Seller's attorney's fees, preparation of deed fees and all costs necessary to satisfy any liens imposed upon the Property and deliver marketable title, including recording of satisfactions. Buyer shall pay Seller the Purchase Price (\$100.00) as the full payment for the Property at Closing and be responsible for all other Closing costs. Notwithstanding the above, Buyer and Seller agree that the fair market value of the Property is established at \$1,950,000 for purposes of transfer taxes and taxation and/or fee in-lieu-of taxes.

(b) Seller and Buyer shall agree on a survey establishing the exact boundaries of the Property (as defined herein) prior to Closing (the "Survey").

3. **Seller and Buyer Covenants, Representations and Warranties.** Seller makes the following covenants, representations and warranties, each of which is material and relied upon by Buyer:

(a) Seller is the sole owner of good, fee simple, unencumbered, marketable, and insurable title to all of the Property, subject only to the liens and encumbrances expressly stated in this Agreement.

(b) Except as expressly stated in this Agreement, there are no encroachments, easements, or rights-of-way on, over, under, or across the Property or any part of it which are not of record.

(c) No part of the Property is subject to any unrecorded building or use restrictions or any unrecorded easements or rights-of-way except as disclosed in this Agreement.

(d) To the best of Seller's knowledge, there are no violations of any rule, regulation, code, resolution, ordinance, statute, or law involving the use, maintenance, operation, or condition of the Property.

(e) With respect to the Property, the Seller represents that the Seller has no actual knowledge (i) that the Property is or may be in violation of applicable federal, state or local

environmental laws and regulations (“Environmental Requirements”) including, without limitation, the Clean Water Act of 1972 (“CWA”), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) and the Resource Conservation and Recovery Act of 1976 (“RCRA”); (ii) of any pending or threatened investigation or inquiry by any environmental government authority relating to the Property; (iii) that hazardous substances or hazardous wastes have been disposed of or otherwise released on the Property; (iv) that the Seller, in respect of the Property, is subject to any remedial obligations under any Environmental Requirements; and (v) of any claim or suit or threatened claim or suit of a non-governmental third party with regard to damage to such third party based upon environmental matters or environmental related matters in the use, operation or ownership of the Seller’s Property. For purposes of this provision, the terms “hazardous substance” and “release” shall have the meanings specified in CERCLA; the terms “hazardous waste” and “disposal” (or “disposed”) shall have the meanings specified in RCRA; provided that, to the extent that applicable state laws establish a meaning for “hazardous substance,” “release,” “hazardous waste,” or “disposal” which is broader than that specified in CWA, CERCLA or RCRA, such broader meaning shall apply.

(f) Seller has no knowledge of any violations of building, housing, safety, accessibility, fire, zoning, health, environmental, or other laws, rules or regulations affecting the Property. Seller will notify Buyer promptly if Seller receives any such notice prior to Closing.

(g) All labor performed and materials supplied for the Property have been fully paid by Seller, and no mechanic’s lien or other lien may be claimed by any person for such labor or materials.

(h) No condemnation proceedings are pending, or to the best of Seller’s knowledge are threatened, against the Property or any part thereof, and Seller has not received any oral or written notice that any public authority or utility intends or desires to take or use the Property or any part thereof.

(i) All statements made and information given to Buyer in this Agreement, including any related Schedules and Exhibits, are true and accurate in every material respect, and no material fact has been withheld from Buyer. No representation or warranty of Seller in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements not misleading.

(j) Seller has no knowledge or information of any facts, circumstances, or conditions which do or would in any way adversely affect the Property, except as specifically stated in this Agreement or any related Schedules and Exhibits.

(k) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof.

(l) There are no contracts or agreements for services rendered in connection with the Property which Buyer shall be required to take the Property subject to, except as are herein provided.

(m) Buyer shall not have any responsibility for any pre-existing conditions on the Property.

Seller's representations and warranties shall be true at and as of the Closing and shall survive the Closing.

4. **Closing.** The closing ("Closing") contemplated by this Agreement is to be completed on or before thirty (30) days from completion of the Inspection Period, unless the Buyer requests an extension of the Inspection Period pursuant Section 1(c). Seller shall bear all risk of loss until the Closing. If Buyer does not terminate this Agreement within the Inspection Period, Buyer shall have the right to extend the Closing date for an additional 30 day extension period, hereafter the "Extension Period", provided Buyer pays to Seller a nonrefundable deposit equal to \$100.00, hereafter the "Deposit", payable before the date that is 30 days after the expiration of the Inspection Period. If the Buyer does not terminate this Agreement within the Inspection Period, absent a Seller default, the Deposit (if any) shall apply to the Purchase Price. At any time during the contract period Buyer may give Seller written notice that Buyer is ready to close at which time the closing shall occur within 10 days from such notice. Upon Closing, Seller shall transfer the title and ownership of the Property to Buyer and deliver:

- i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed with a clause that provides that fee simple title to the Property shall automatically revert back to the Seller in case in case the Buyer does not expand on the Property or a supplier to the Buyer does not locate there (collectively, the "Expansion Project") within 30 months of the transfer of the Property and such Expansion Project does not represent an investment of at least \$150 million, title to the Property shall revert back to the Seller. The Seller covenants, represents and warrants to the Buyer that the title to the Property shall be good, marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit B.
- ii) Conveyance of Easements. The Seller will convey or otherwise assign unto the Buyer any and all rights and titles and interests which the Seller may own or hold or have in and to any and all utility easements and licenses and any and all perpetual and non-exclusive and appurtenant easements and rights-of-way for ingress and egress adjacent to or crossing over or through or benefiting the Property.
- iii) Title Documents. Any commercially reasonable affidavits or documents required by the Buyer or Buyer's title insurance company, including but not limited to (1) an owner's affidavit that there are no parties now in the use or possession or control of the Property; (2) a Transferor affidavit; (3) a South Carolina nonresident withholding affidavit; (4) a Gap Indemnity affidavit; (5) a Survey affidavit; and (6) a certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.

- iv) Other Documents. Other seller closing document as customarily required for South Carolina real estate closings, consistent with the terms and conditions of this Agreement, including any documents necessary to satisfy mortgage or other liens for indebtedness.

5. **Default.** Upon failure of the Seller to comply with the terms of this Agreement, within the stipulated time, Buyer shall have the rights and options as Buyer's remedies to either (a) immediately terminate this Agreement upon written notice to the Seller; (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Agreement, and to recover all costs and expenses, including reasonable attorney's fees incurred by Buyer in such action; or (c) any and all other remedies whether at law or in equity.

6. **Cancellation.** In case Buyer is not able to proceed with construction of Buyer's intended manufacturing facility on the Property, including, but not limited to, a failure to obtain the necessary environmental operating permits, Buyer shall provide notice to Seller of its inability to proceed with the construction of its project and shall reconvey the Property to Seller for a consideration of \$100.00, and Seller agrees to accept such conveyance of the Property. This Agreement shall, upon Buyer providing such notice of inability to proceed to Seller, terminate and be of no further force and effect.

7. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by Federal Express, UPS or other national overnight courier service, as of the date such notice is deposited for delivery with the national overnight courier service; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above; and (v) if by e-mail, when the message is received by the addressee provided that such addressee acknowledges same or that a hard copy referencing the date of the email delivery is sent the same day by one of the other delivery methods.

To Seller:

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

To Buyer:

[ ]

With a copy to: (does not constitute notice):

Mr. Robert Boehringer  
Managing Director, Global Location and Expansion Services  
KPMG LLP  
1601 Market Street  
Philadelphia, PA 19103

and

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor (29201)  
PO Box 11070  
Columbia, SC 29211

8. **Time of Essence.** Time is of the essence in the performance of the terms and conditions of this Agreement; provided any time period which ends on a Saturday, Sunday or State or Federal holiday shall be deemed extended such that it shall end on the next business day thereafter.

9. **Assignments.** This Agreement may be assigned by Buyer to the entity to be formed as contemplated in the first sentence of this or an affiliate of Buyer without Seller's approval. Buyer may assign this Agreement to any party not identified in the first sentence of this Section 9, but only with Seller's consent which consent shall not be unreasonably withheld, delayed or conditioned.

10. **Successors and Assigns.** This Agreement is binding upon the parties, their heirs, executors, administrators, successors or assigns. The recitals above are hereby incorporated into and made a part of this Agreement.

11. **Governing Law.** This contract shall be construed in accordance with and governed by the laws of the State of South Carolina.

12. **Survival of Obligations.** All provisions which, by their terms, are intended to survive the Closing, including, but not limited to the provisions of Sections 1(a) and 3, shall survive the Closing.



13. **Entire Agreement.** It is understood that this written Agreement constitutes the entire contract between the parties hereto and hereby supersedes any prior discussions, agreements and negotiations heretofore.

[SIGNATURE PAGE FOLLOWS]

Witness our Hands and Seals the day and year first above written.

Buyer: [ ]

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

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_, 2018

Seller: RICHLAND COUNTY, SOUTH CAROLINA

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

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. Ad valorem taxes for the year of Closing.
2. All zoning, subdivision, land use and other laws, regulations or ordinances applicable to the Property.
3. Any matter disclosed by Buyer's Title Insurance Commitment (other than consensual liens placed upon the Property by Seller which shall be removed at Closing by the payment of money from Seller's proceeds) or by the Survey, which is not objected to by Buyer to Seller.
4. A reverter clause providing that in case the Company does not expand on the Property or a supplier to the Company does not locate on the Property (collectively, the "Expansion Project") within 30 months of the transfer of the Property and such Expansion Project does not represent an investment of at least \$150 million, title to the Property shall revert back to the Seller.

- b. Subrecipient Agreement for Coronavirus Relief Funds – This item was taken up with the previous item.
- c. Relief Grant Program – Mr. Brown stated the committee forwarded this to Council with a recommendation to approve the extension to October 31, 2020, with the understanding that we could request additional time, if needed.

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

Not Present: Walker and Kennedy

The vote in favor was unanimous.

Ms. Myers moved, seconded by Mr. Malinowski, to go into Executive Session.

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

Opposed: Manning

Not Present: Walker and Kennedy

The vote was in favor.

***Council went into Executive Session at approximately 8:03 PM and came out at approximately 8:26 PM***

Mr. Malinowski moved, seconded by Mr. Manning, to come out of Executive Session.

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

Not Present: Walker and Kennedy

The vote in favor was unanimous.

Ms. Myers moved, seconded by Ms. Newton, to instruct the staff to evaluate the CARES Act, the County's options under the CARES Act, and to recommend actions consistent with the funding formula under the CARES Act.

Mr. Malinowski made a friendly amendment to reach out to other stakeholders and State officials, as needed.

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

Not Present: Walker and Kennedy

The vote in favor was unanimous.

Mr. Malinowski noted, during the earlier Transportation Ad Hoc Committee meeting, the Administrator commented that he was not going to approve any projects that were over the referendum. However, in a previous Council meeting, staff presented descopes of projects, and all of those projects were included under one item on the agenda. It is his recollection, Council approved staff to move forward with all of the descoping projects. Therefore, staff needs to allow them to



## **REQUEST OF ACTION**

**Subject:** FY20 - District 2 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$129,500** for District 2.

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

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY21, Special Called Meeting – June 11, 2020:** Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$ 47,550
Columbia Classical Ballet	\$ 8,000
Township Auditorium Foundation	\$ 5,000
Black Pages International	\$ 3,000
Columbia International Festival	\$ 3,000
Columbia Museum of Art	\$ 2,000
Columbia City Ballet	\$ 10,000
Keep the Midlands Beautiful	\$ 2,500
Latino Communications CDC	\$ 5,000
Kingville Historical Foundation	\$ 5,000
Midlands Tech Harbison Theatre	\$ 5,000
Friends of Harbison State Forest	\$ 5,000
Richland Music Festival	\$ 15,000
The River Community Foundation	\$ 50,000
Skipp Pearson Jazz Foundation	\$ 1,500
Blythewood Historical Society	\$ 2,500
RC Recreation Foundation	\$ 5,000
Auntie Karen Foundation	\$ 2,000
<b>Total Allocation</b>	<b>\$129,500</b>
<b>Remaining Balance</b>	<b>\$ 475</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of Budget FY19 June 21 ,2018
- 3<sup>rd</sup> Reading of the Budget FY20 June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21 June 11, 2020

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.







## **REQUEST OF ACTION**

**Subject:** FY20 - District 8 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$70,000** for District 8.

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

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY21, Special Called Meeting – June 11, 2020:** Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$ 9,850
Columbia Classical Ballet	\$ 35,000
Columbia City Ballet	\$ 35,000
<b>Total Allocation</b>	<b>\$ 70,000</b>
<b>Remaining Balance</b>	<b>\$ 22,275</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of Budget FY19 June 21 ,2018
- 3<sup>rd</sup> Reading of the Budget FY20 June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21 June 11, 2020

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY20 - District 4 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$70,000** for District 4.

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

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY21, Special Called Meeting – June 11, 2020:** Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 82,425
FY2020 Remaining		\$ 58,550
	Columbia Metropolitan Convention & Visitors Bureau	\$ 30,000
2500	Columbia City Ballet	\$ 5,000
	Columbia Classical Ballet	\$ 5,000
	Columbia Music Festival Association	\$ 10,000
	Historic Columbia Foundation	\$ 10,000
	Columbia World Affairs Council	\$ 10,000
<b>Total Allocation</b>		<b>\$ 70,000</b>
<b>Remaining Balance</b>		<b>\$ 70,975</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of Budget FY19 June 21 ,2018
- 3<sup>rd</sup> Reading of the Budget FY20 June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21 June 11, 2020

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.