

Richland County Council



Anthony G. Mizzell
Chairman
District Eleven

L. Gregory Pearce, Jr.
Vice-Chairman
District Six

Doris M. Corley
District One

Joyce Dickerson
District Two

Valerie Hutchinson
District Nine

Damon Jeter
District Three

Paul Livingston
District Four

Joseph McEachern
District Seven

Mike Montgomery
District Eight

Bernice G. Scott
District Ten

Kit Smith
District Five

**RICHLAND COUNTY COUNCIL
SPECIAL CALLED MEETING
JULY 26, 2005
6:30 P.M.**

CALL TO ORDER Honorable Anthony G. Mizzell

INVOCATION Honorable Joseph McEachern

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

CITIZEN'S INPUT

APPROVAL OF MINUTES

- a. Regular Session-July 19, 2005 [Pages 4-9]**

**REPORT OF THE COUNTY ATTORNEY FOR
EXECUTIVE SESSION ITEM**

REPORT OF THE COUNTY ADMINISTRATOR

- a. USC Technology Park Garage Agreement
b. Solid Waste Management Plan
c. Report of the Farmer's Market Land Purchase**

REPORT OF THE CLERK OF COUNCIL

- a. Meeting Schedule for September
b. Information Regarding the SCAC**

1. THIRD READING ITEMS

- a. **05-48MA**
Hawkins Creek Development
c/o Ron Anderson
RU to PDD (Formerly known as PUD-1R)
Single Family Residential
14800-05-36
Wilson Blvd., South of
Turkey Farm Road [Pages 10-14]
- b. **Recreation Commission Bond Ordinance [Pages 15-22]**

2. SECOND READING ITEM

- a. **05-39MA**
Robert Fuller
RU to PDD, Commercial Business Park
20200-03-49 & 50
Clemson Road near U.S. Post Office [Pages 23-29]

3. REPORT OF DEVELOPMENT AND SERVICES COMMITTEE
(Other Items will be forwarded from the Committee)

- a. **Temporary Receivership of Piney Grove Utilities [Page 30]**
- b. **Starks Terrace Sewer Project**

4. REPORT OF ADMINISTRATION AND FINANCE COMMITTEE
(Items will be forwarded from the Committee Meeting)

5. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **Ordinance authorizing a First Amendment of the Lease**
Agreement between Richland County and Blue Cross and Blue
Shield of South Carolina [Pages 31-43]
- b. **Ordinance authorizing the sale of Industrial Park Property**
[Pages 44-47]

6. APPLICATION FOR LOCATING A COMMUNITY RESIDENTIAL CARE FACILITY IN AN UNINCORPORATED AREA OF RICHLAND COUNTY

- a. Ms. Sarah Long
424 Calvary Drive
Columbia, South Carolina 29203 [Pages 48-50]**

7. CITIZEN'S INPUT

8. MOTION PERIOD

9. ADJOURNMENT

MINUTES OF



**RICHLAND COUNTY COUNCIL
REGULAR SESSION
TUESDAY, JULY 19, 2005
6:00 p.m.**

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

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MEMBERS PRESENT

Chair	Anthony Mizzell
Vice-Chair	L. Gregory Pearce, Jr.
Member	Bernice G. Scott
Member	Paul Livingston
Member	Joseph McEachern
Member	Mike Montgomery
Member	Valerie Hutchinson
Member	Kit Smith

MEMBERS ABSENT – Doris M. Corley, Joyce Dickerson, Damon Jeter (all attending the NACo Conference)

ALSO PRESENT: T. Cary McSwain, Amelia Linder, Milton Pope, Tony McDonald, Roxanne Matthews, Monique Walters, Ashley Bloom, Michael Criss, Edith Caudle, Joe Cronin, Stephany Snowden, Marsheika Martin

CALL TO ORDER – The meeting was called to order at approximately 6:00 p.m.

INVOCATION – The Invocation was given by the Honorable Paul Livingston.

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

Mr. Mizzell stated an executive session item need to be added to the agenda and requested for it to be moved to the beginning.

Ms. Scott moved, seconded by Ms. Hutchinson, to hold Executive Session at the beginning of the agenda. The vote in favor was unanimous.

Mr. Mizzell stated Executive Session could take place before Approval of Consent Items.

The agenda was adopted as reordered.

PRESENTATION OF RESOLUTIONS – Mr. Jim Friend, Manager of Zorba’s Restaurant on Decker Blvd.

On behalf of Council, Mr. Montgomery presented a resolution to Mr. Friend recognizing him for the many services done in the community.

CITIZEN’S INPUT

Ms. Evelyn Bush spoke of concerns regarding the Conservation Easement.

APPROVAL OF MINUTES

Regular Session Meeting: July 12, 2005

Mr. Livingston moved, seconded by Mr. Montgomery, to approve the minutes. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEM

Mr. Smith stated there are two matters to be discussed in Executive Session: Coroner’s Report regarding the Detention Center and a legal briefing regarding the Solid Waste Management Plan.

REPORT OF THE COUNTY ADMINISTRATOR

Response to Letter regarding finding a Funding Source for BRAC

Mr. McSwain reported the funds have already been budgeted for this current fiscal year.

Point of Personal Privilege – Ms. Scott recognized her two grandchildren in the audience: Kendrell Scott and Calvin Washington. She also recognized Ms. Terry Livingston.

EXECUTIVE SESSION

Mr. Montgomery moved, seconded by Ms. Scott, to go into Executive Session to discuss the Coroner’s Report and to receive a legal briefing on the Solid Waste Management Plan. The vote in favor was unanimous.

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Council went into Executive Session at approximately 6:17 p.m. and came out at approximately 6:41 p.m.
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It was moved and seconded to come out of Executive Session. The vote in favor was unanimous.

**Coroner's Report
Legal Briefing regarding the Solid Waste Management Plan.**

Mr. Mizzell stated both items were received as information.

APPROVAL OF CONSENT ITEMS

Mr. Pearce moved, seconded by Ms. Scott, to approve the following items for the Consent Agenda:

- **05-75MA, The James Company, LLC, c/o E. Clifton Kinder, Jr., M-1 to RS-HD (10.53 acres), single family residential subdivision, 17300-02-10 (portion), Farrow Road [Third Reading]**
- **Ordinance authorizing amendment to the Master Multi-County Park Agreement to include International Paper, Inc. and R.C. McEntire, Inc. [Third Reading]**
- **Ordinance authorizing the Single General Ledger System [Second Reading]**
- **Ordinance Identifying the source of CPI for Elected Officials' Pay Increases [Second Reading]**

The vote in favor was unanimous.

THIRD READING ITEMS

05-48MA, Hawkins Creek Development, c/o Ron Anderson, RU to PDD (formerly known as PUD-1R), single family residential, 14800-05-36, Wilson Blvd., South of Turkey Farm Road

Mr. McEachern moved, seconded by Ms. Scott, to defer this item to the Special Called Meeting next week and ask that the developers be able to identify the basin with staff by that time. The vote in favor was unanimous.

SECOND READING ITEMS

05-39MA, Robert Fuller, RU to PDD, Commercial Business Park, 20200-03-49 & 50, Clemson Road near U.S. Post Office (First Reading given April 26, 2005)

Ms. Hutchinson moved, seconded by Ms. Scott/Mr. McEachern, to defer this item for one week until the requested paperwork has been submitted. The vote in favor was unanimous.

Mr. Montgomery moved, seconded by Ms. Scott, to approve this item for First Reading. The vote in favor was unanimous.

Public Works and Utilities Ordinance Amendment

Ms. Scott moved, seconded by Mr. Pearce, to approve this item for First Reading. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Citizen's Request: Assessment Ratio Refund

Ms. Smith stated the recommendation from the Committee was for denial. The vote was in favor.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Ordinance authorizing a First Amendment of the Lease Agreement between Richland County and Blue Cross and Blue Shield of South Carolina

Mr. Livingston stated the committee deferred this item to the Special Called Meeting on the 26th meeting. The vote in favor was unanimous.

APPLICATION FOR LOCATING A COMMUNITY RESIDENTIAL CARE FACILITY IN AN UNINCORPORATED AREA OF RICHLAND COUNTY

**Ms. Sarah Long
424 Calvary drive
Columbia, South Carolina 29203**

Mr. McEachern stated the information requested has not come forward yet.

Mr. McEachern moved, seconded by Ms. Scott, to table this issue until staff receives the proper information. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. Notification of Appointments on Boards, Commissions, and Committees

Central Midlands Council of Governments -1

Mr. McEachern stated there is one vacancy to this board with one application received. He stated the Committee recommended appointing Ms. Sarah B. Watson. The vote in favor was unanimous.

Community Relations Council-3

Mr. McEachern stated there are three vacancies to this board with one application received. However, the applicant was appointed to the previous board (Central Midlands Council of Governments) so the Committee recommended leaving the positions open until additional applications are received. The vote in favor was unanimous.

Employee Grievance – Mr. McEachern stated there is one vacancy to this board with one application received. The Committee recommended appointing Ms. Melondy Miranda Gold. The vote in favor was unanimous.

Council Services Travel – Mr. McEachern stated the Committee recommended that Council submits recommendations. This issue remains in Committee.

Appearance Commission – Mr. McEachern stated the Committee recommended approval of the Ordinance Amendment. The vote in favor was unanimous.

CITIZENS – No one signed up to speak.

MOTION PERIOD

Letter from Palmetto Health

Mr. Pearce informed Council of a letter received from Palmetto Health. The letter reports of their activity in applying to DHEC for certificate of need to build a new hospital in the northwest portion of the County. He referred Council to the information sheets that were distributed.

Letter from the National Association of the Mentally Ill

Mr. Mizzell stated he received information from the National Association of the Mentally Ill with a request to meet in August. He stated the information will be placed on Council's calendar in August for those interested in attending.

ADJOURNMENT

The meeting adjourned at approximately 6:57 p.m.

Anthony G. Mizzell, Chair

L. Gregory Pearce, Jr. Vice-Chair

Doris M. Corley

Joyce Dickerson

Valerie Hutchinson

Damon Jeter

Paul Livingston

Joseph McEachern

Mike Montgomery

Bernice G. Scott

Kit Smith

The minutes were transcribed by Marsheika G. Martin

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-05HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, AS DEFINED IN SECTION 26-31 OF THE RICHLAND COUNTY CODE OF ORDINANCES, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED HEREIN (TMS # 14800-05-36) FROM RU (RURAL DISTRICT) TO PDD (PLANNED DEVELOPMENT DISTRICT, F/K/A PUD-1R); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements of Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and with the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances;

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

Section I. The Richland County Code of Ordinances, Chapter 26, Zoning; Article 3, Establishment of Districts and Zoning Maps; is hereby amended to change the property (TMS # 14800-05-36) described in Exhibit A, which is attached hereto, from RU Rural District zoning to PDD Planned Development District zoning (F/K/A PUD-1R zoning).

Section II. PDD (F/K/A PUD) Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The Planning Commission approved the General Development Plan prepared for Hawkins Creek Development by Cornerstone Development of the Carolinas, Inc., except as otherwise amended herein, previously required by Section 26.70-15, which is on file in the Richland County Planning & Development Services Department (hereinafter referred to as "PDSD") and is incorporated herein by reference; and
- b) Consistent with Exhibit B, which is attached hereto, the site development shall be limited to a maximum of ~~202~~ 182 dwelling units; access to the subject site shall be limited to one intersection on Wilson Boulevard (Hwy. 21); and there shall be one secondary access point on the northwest portion of the subject site that shall only be used for emergency vehicles, such as law enforcement vehicles, ambulances, and fire trucks; and
- c) Unless otherwise provided herein, all development shall conform to all relevant land development regulations in effect at the time a permit application is received by the PDSD; and
- d) Exhibit B constitutes the applicant's Sketch Plan for subdivision purposes, and is hereby approved for such purposes; and
- e) The provisions of former Sections 26-70.7, 26-70.8, 26-70.10, and 26-70.11 of the Richland County Code of Ordinances shall not apply to this project; and
- f) No Special Exceptions, as defined in former Section 26-602 of the Richland County Code of Ordinances, or its relevant successor regulations, shall be permitted; and
- g) Pursuant to the requirements of former Section 26-70.17 of the Richland County Code of Ordinances, the following changes shall require a review and recommendation by the Planning Commission and a new ordinance by the County Council:
 - 1) Any increase in the number of access points to the external road network;
 - 2) Any decrease in the amount of open space/common areas;
 - 3) Any increase in the gross project density (measured in DU/acre); and/or
 - 4) Any change in traffic flow; and
- h) The Planning Commission is hereby authorized to make minor amendments to Exhibit B or as otherwise allowed by former Section 26-70.17 of the Richland County Code of Ordinances, or its relevant successor regulations; and
- i) The PDSD is authorized to make minor adjustments to the phasing schedule as may become necessary during the project's construction; and
- j) No site clearing activity shall begin until the Richland County Public Works Department issues a Grading Permit and the PDSD issues a Controlled Clearing letter; and
- k) The applicant shall dedicate to Richland County a twenty foot (20') wide right-of-way along the west side of Wilson Boulevard within the project boundaries prior to recording any plats for the project; and
- l) All internal streets shall be publicly owned and maintained by Richland County; and
- m) The applicant shall ensure that the post-development stormwater discharge is no greater than the pre-development discharge; and
- n) All proposed stormwater detention/retention basins must be located outside the required buffer areas.
- o) The developer shall pay the costs associated with the construction of any necessary acceleration, deceleration, or turn lanes that may be required by the South Carolina Department of Transportation; and

p) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest.

Section III. 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 IV. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section V. This ordinance shall be enforced after the date of an affirmative Third Reading.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2005

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 24, 2005
First Reading: May 24, 2005
Second Reading: July 12, 2005
Third Reading: July 26, 2005 (tentative)

Exhibit A
Legal Description

All that certain piece, parcel or lot of land, lying and being in Richland County, state of South Carolina, being located on the west side of Wilson Boulevard (U.S. Highway 21) and 986.0'± south of Turkey Farm Road (S.C. Hwy. No. S-40-1694) and being more fully shown and designated on a Boundary survey as the 52.25 acres, prepared for Laura H. Riley by Cox and Dinkins, Inc. dated February 3, 1988 having the following metes and bounds, to wit:

Beginning at a point in the intersection of the center of Hawkins Creek and the R/W of Wilson Blvd. (U.S. Highway 21) said point being S 04-24 W 15.30' from an existing concrete monument located on the R/W of Wilson Blvd. (U.S. Highway 21) and running in a clockwise direction along said R/W S 04-24 W 360.98' to an iron thence S 79-52 E 17.00' to an iron thence S 10-25 W 965.73' to an iron at the intersection of the R/W's of Wilson Blvd. and Dunwoody Place thence N 83-14 W 2665.11' to an iron thence N 05-24 W 800.81' to an iron thence N 89-07 E 1106.21' to a fence post thence S 00-12 E 622.74' through an iron offset at 10.0' to the center of Hawkins Creek thence meandering with center of said creek along the following approximate courses N 50-03 E 187.51' to a point thence N 85-16 E 213.77' to a point thence N 63-50 E 182.69' to a point thence N 18-48 E 119.61' to a point thence N 47-49 E 122.12' to a point thence N 83-00 E 70.30' to a point thence S 77-07 E 344.76' to a point thence N 71-18 E 75.15' to a point thence N 20-02 E 23.26' to a point thence N 70-44 E 83.26' to a point thence N 45-22 E 167.00' to a point thence N 00-42 E 32.56' to a point thence N 63-13 E 110.79' to a point thence S 43-08 E 50.10' to a point thence N 63-50 E 217.63' to a point thence N 20-59 W 37.85' to a point thence N 58-21 E 177.57' to the point of beginning containing 52.25 acres more or less.

Exhibit B
Site Plan

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-05HR

AN ORDINANCE FINDING THAT THE RECREATION DISTRICT OF RICHLAND COUNTY MAY ISSUE NOT EXCEEDING \$26,000,000 GENERAL OBLIGATION BONDS; TO AUTHORIZE THE RECREATION COMMISSION OF RICHLAND COUNTY, THE GOVERNING BODY OF THE RECREATION DISTRICT OF RICHLAND COUNTY, TO ISSUE SUCH BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.

WHEREAS, by action previously taken, the County Council of Richland County, which is the governing body of Richland County (hereinafter called the "County Council"), ordered that a public hearing on the question of the issuance of not exceeding \$26,000,000 general obligation bonds of the Recreation District of Richland County be held in the Richland County Council Chambers, at 6:00 p.m. on July 12, 2005, and notice of such hearing has been duly published once a week for three successive weeks in *The State*, a newspaper of general circulation in Richland County; and

WHEREAS, the said hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Act No. 1189, enacted at the 1974 Session of the South Carolina General Assembly and approved July 9, 1974, now codified as Article 5 of Chapter II of Title (Sections 6-11-810 through 6-11-1040, inclusive) (hereinafter called the "Enabling Act") to make a finding as to whether or not a principal amount not exceeding \$26,000,000 general obligation bonds of the Recreation District of Richland County (the "District") should be issued.

NOW THEREFORE, BE IT ORDAINED, by the County Council of Richland County in meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preambles of this Ordinance is in all respects true and correct.

Section 2. On the basis of the facts adduced at the public hearing held on July 12, 2005, it is found and determined that the Recreation Commission of Richland County (the "Commission"), the governing body of the District, should be authorized to issue not exceeding \$26,000,000 general obligation bonds of the District.

Section 3. The County Council hereby authorizes the Commission to issue general obligation bonds of the District in the aggregate principal amount of not exceeding \$26,000,000 as a single issue or from time to time as several separate issues, as the Commission shall determine, for the purpose of defraying the cost of the "Improvements" as set forth in Exhibit A, which is attached hereto. For the payment of the principal of and interest on such bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay such principal of and interest on the said bonds as they respectively mature, and to create such sinking fund.

Section 4. Pursuant to Section 6-11-870 of the Enabling Act, notice of the action herewith taken shall be given in the form substantially as set forth in Exhibit A. Such notice shall be published once a week for three successive weeks in *The State*, a newspaper of general circulation in Richland County.

Section 5. The Chairperson and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 6. A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, its general obligation bonds in the aggregate principal amount of not exceeding \$26,000,000.

Section 7. 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 8. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 9. Effective Date. This ordinance shall be enforced from and after July 12, 2005.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chairperson

Attest this _____ day of
_____, 2005.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 7, 2005
Public Hearing July 12, 2005
Second Reading: July 12, 2005
Third Reading: July 26, 2005 (tentative)

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NOTICE PURSUANT TO SECTION 6-11-870
CODE OF LAWS OF SOUTH CAROLINA, 1976

Notice is hereby given pursuant to the provisions of Section 6-11-870 Code of Laws of South Carolina, 1976 and following a public hearing held on June 17, 2005 that the County Council of Richland County has found that:

1. The Recreation Commission of Richland County, the governing body of the Recreation District of Richland County, created by Act No. 873 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended, has been authorized to issue \$26,000,000 general obligation bonds of the Recreation District of Richland County either as a single issue, or as several separate issues, for the purpose of defraying the cost of the following:

- 1 Install lighting for football field and replace Bluff Road Park building at present or new site, including cost, if any, of land acquisition.
- 2 Replace building at St. Andrews Park.
- 3 Replace building at Tennis Center on Parklane Rd.
- 4a Install lighting at Blythewood Park #1 Little League field.
- 4b Install lighting at Blythewood Park for #2 Pony League softball field.
- 4c Install lighting at Blythewood Park for #3 Little League field.
- 4d Install improvements to lighting at Cross Roads Park baseball field.
- 4e Install lighting at Cross Roads Park basketball court.
- 4f Install improvements to lighting at Eastover Park basketball court.
- 4g Install lighting at Hopkins Park Youth Baseball field.
- 4h Install improvements to lighting for existing facilities at Killian Park.

- 5 Construct bike and walking trails along with tracks and track expansions at various facilities of the District.
- 6a Construct outdoor restroom at Caughman Road Park with sewer.
- 6b Upgrade outdoor restrooms at Eastover Park.
- 6c Construct outdoor restroom at St. Andrews Park with sewer.
- 6d Construct outdoor restroom at Polo Road Park.
- 7 Upgrade playground systems at various facilities of the District.
- 8a Replace fencing at Bluff Road Park.
- 8b Replace fencing at Blythewood Park.
- 8c Replace fencing at Eastover Park.
- 8d Replace fencing at Caughman Road Park.
- 8e Replace fencing at Cross Roads Park.
- 8f Replace fencing at Hopkins Park.
- 8g Replace fencing at Killian Park.
- 8h Replace fencing at Polo Road Park.
- 8i Replace fencing at Trenholm Park.
- 9 Acquire land for, construct and equip a neighborhood park in vicinity of Royal Pines subdivision.
- 10 Renovate and expand Gadsden Community Center.
- 11 Replace existing Hopkins Senior Center.
- 12 Construct picnic facilities at Hopkins Park.
- 13 Add 2 sets of stairs at Polo Road Park.
- 14 Construct water-related recreation facilities at various parks of the District.
- 15 Construct skateboarding facilities at various parks of the District.
- 16 Construct community center on site of present Perrin Thomas school.
- 17 Renovate Crane Creek school for use as a community center.

- 18 Acquisition of property for future courts and fields.
- 19 Construct Adult Activity Center at Garners Ferry Road Sports Complex.
- 20a Construct press box at Meadowlake Park.
- 20b Construct press box at Friarsgate Park.
- 20c Construct press box at North Springs Park.
- 21a Construct canteen at Caughman Road Park.
- 21b Construct canteen at Hopkins Park.
- 22 Paving for parking at Polo Road Park.
- 23 Construct community center on site of former Cross Roads school on McCords Ferry Rd.
- 24 Enlarge swimming pool at Hopkins Park.
- 25 Construct Disc Golf courses at various facilities of the District.
- 26 Acquire land for, construct and equip a new District Headquarters building.
- 27a Construct racquetball court at Hopkins Park.
- 27b Upgrade racquetball courts at Friarsgate, Meadowlake, North Springs and Caughman Road Parks.
- 28 Construct community center in Ridgewood.
- 29 Construct expansion and alterations at District Adult Activity Center on Parklane Rd.
- 30 Construct New Maintenance Substation.
- 31 Acquire Turf and Grounds Equipment for facilities maintenance.

(collectively, the "Improvements"). For the payment of the principal of and interest on such bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the Recreation District of Richland County shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property

within the Recreation District of Richland County sufficient to pay such principal and interest and to create such sinking fund. The Recreation District of Richland County includes all areas of Richland County not situated within the city limits of the City of Columbia.

2. No election has been ordered in the Recreation District of Richland County upon the question of the issuance of the aforesaid bonds.

Any person affected by the action aforesaid of the County Council of Richland County may by action de novo instituted in the Court of Common Pleas for Richland County within twenty (20) days following the last publication of this Notice but not afterwards challenge the action of the County Council of Richland County.

COUNTY COUNCIL OF RICHLAND COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, Clerk of the County Council of Richland County, Richland, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of an Ordinance duly adopted by the County Council of Richland County, South Carolina, on July 26, 2005, at which a majority of the members were present. It was first introduced on the 7th day of June, 2005 and was given a first reading by majority vote of County Council. Afterwards, at the meeting of County Council held on the 12th day of July, 2005, it was given its second reading by majority vote of County Council. Afterwards, at the meeting of the County Council held on the 26th day of July, 2005, it was given its third and final reading by majority vote of the County Council. At each of said meetings, a quorum of County Council was present at all times during the proceedings pursuant to which the aforesaid Ordinance was adopted. The original minutes of the aforesaid meetings of the County Council are in my custody as said Clerk of the County Council.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County, South Carolina, this ____ day of _____, 2005.

(SEAL)

Michielle R. Cannon-Finch,
Clerk of the County Council of Richland County,
South Carolina

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STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-05HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, AS DEFINED IN SECTION 26-31 OF THE RICHLAND COUNTY CODE OF ORDINANCES, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED HEREIN (TMS # 20200-03-49 AND TMS # 20200-03-50) FROM RU (RURAL DISTRICT) TO PDD (PLANNED DEVELOPMENT DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements of Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and with the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances;

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

Section I. The Richland County Code of Ordinances, Chapter 26, Zoning; Article 3, Establishment of Districts and Zoning Maps; is hereby amended to change the property (TMS # 20200-03-49 and TMS # 20200-03-50) as described in Exhibit A and shown on Exhibit B, from RU Rural zoning to PDD Planned Development District zoning.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The site development shall be limited to: 1) 119,200 sq. ft. of storage facilities and related office space, 2) 40,000 sq. ft. of principal office building space, 3) 48,500 sq. ft. of small office space, and 4) 1.7 acres of undisturbed wetlands, as depicted in the Preliminary Layout Plan, which is attached hereto as Exhibit B; and
- b) No structure on the site shall exceed ~~fifty (50)~~ thirty-five (35) feet in height above front grade elevation, and no structure within fifty (50) feet of the east, south, or west property line shall exceed ~~thirty-five (35)~~ twenty-five (25) feet in height above front grade elevation; and
- c) The small office buildings along the east, south, and west sides of the site shall have a “residential” design and be of brick construction; and
- d) The only buildings on the site that may be greater than one (1) story in height (but not exceeding a maximum height of thirty-five (35) feet) above front grade elevation, are the proposed 40,000 square-foot multi-tenant office building and the 99,000 square-foot High-End Climate Controlled Storage building; and
- e) The site’s land uses shall be limited to the following:
 - 1) Offices, specifically including physicians, dentists (with commensurate parking requirements), along with two flexible space/office storage buildings, one of which shall not exceed 5,700 square feet and the other one shall not exceed 3,750 square feet;
 - 2) Photography studios, art studios, interior design studios, craft studios, and establishments for the teaching of music, dancing, or other performing arts;
 - 3) Medical and dental laboratories, including establishments for the fitting and sale of prosthetic devices;
 - 4) Medical and health-related clinics, including small animal veterinary clinics, provided such small animal veterinary clinics meet the following standards:
 - a. All facilities for treating or boarding of animals shall be totally inside the principal building;
 - b. The building shall be soundproofed;
 - c. No outside activity associated with the animals shall be permitted; and
 - d. All animal refuse must be kept in airtight containers and disposed of on a daily basis; and
 - 5) Day nurseries and kindergartens, subject to the provisions of Section 26-84 of the Richland County Code of Ordinances; and adult day care facilities, provided that the Zoning Administrator shall ensure that the applicant has applied to the South Carolina Department of Health and Environmental Control (SCDHEC) for a license to operate the facility and that all SCDHEC requirements, including, but not limited to, those dealing with the maximum number of persons to be cared for at the facility are satisfied; and
 - 6) One mini-warehouse (High-End Climate Controlled Storage building), without an accessory dwelling, that does not exceed 99,000 square-feet;
- f) Retail commercial land uses are prohibited on the subject site; and
- g) No accessory uses, other than solid waste facilities, gazebos, or small picnic shelters, shall be permitted on the subject site; and

- h) The applicant shall provide a phasing plan to the Richland County Planning and Development Services Department (hereinafter referred to as "PDSD") prior to the department's review of any construction plans or site plans; and
- i) Prior to the approval of any site plans or construction plans, the applicant must receive approval from the PDSD for the following:
 - 1) A comprehensive signage plan for the entire project;
 - 2) A comprehensive landscaping plan that significantly exceeds the minimum requirements around the perimeter of the subject property, including an eight (8) foot masonry wall, with stucco finish and brick accents, located fifteen (15) feet from the utility easement along the south side and located seventeen and one-half (17.5) feet from the property line on the south side; and along the out parcel, the wall shall be located twelve and one-half (12 ½) feet from the property line on the south and west sides; and
 - 3) A comprehensive outdoor lighting plan for the entire project, including a plan to contain the light on-site and which minimizes light spillover to adjacent residences; and
- j) Unless otherwise provided herein, all development shall conform to all relevant land development regulations in effect at the time a permit application is received by the PDSD; and
- k) Exhibit B constitutes the applicant's Sketch Plan for subdivision purposes, and is hereby approved for such purposes; and
- l) The provisions of Sections 26-72.4, 26-72.5, and 26-72.6 of the Richland County Code of Ordinances shall not apply to this project; and
- m) No Special Exceptions, as defined in Section 26-602 of the Richland County Code of Ordinances, or its relevant successor regulations, shall be permitted; and
- n) Any proposed change to Exhibit B shall conform to the requirements of Section 26-72.12 of the Richland County Code of Ordinances, or its relevant successor regulations; and
- o) No site clearance activity shall begin until the Richland County Public Works Department issues a Grading Permit and the PDSD issues a Controlled Clearing letter; and
- p) There shall be no "clear-cutting" of this site; initial installation of roadwork and related infrastructure development shall be undertaken without the clearing of individual building lot sites; and individual lots shall be cleared as necessary for building on a lot-by-lot basis; and
- q) The developer shall install buffer landscaping on all perimeter boundaries of the site (including plantings and wall construction) prior to the conveyance of individual commercial lot sites within the subject property; and
- r) The developer shall be responsible for the permanent maintenance and upkeep of all buffer areas that are adjacent to perimeter boundaries on the East, South, and West of the property, as well as the frontage set-backs on Clemson Road; provided, however, the costs and administration of such matters may be delegated to the Architectural Review Committee, as provided for by the Declaration of Restrictive and Protective Covenants; and

- s) The roadways serving the development on the east side of the site must be named and constructed to County standards prior to the County accepting such roads for maintenance; and
- t) Access to the subject site shall be limited to the three driveways depicted on Exhibit B; and
- u) If the South Carolina Department of Transportation requires turn lanes on Clemson Road as a result of this project, the developer shall construct the turn lanes at his own expense, subject to obtaining all required state and/or county approvals; and
- v) The applicant shall submit a copy of proposed "~~Commercial Association Procedures~~ Declaration of Restrictive and Protective Covenants" for inclusion in the Department's project records; such covenants shall include the following provisions:
 - 1) An Architectural Review Committee shall be established and appointed pursuant to the Declaration, and shall include a minimum of three (3) and a maximum of seven (7) members appointed by the Developer, one of whom must be a South Carolina Licensed Architect and one of whom must be designated by the Rose Creek Homeowners Association; and
 - 2) Enforcement of violations of the provisions of the Declaration shall be vested in and is the authorized responsibility of the Architectural Review Committee; and
 - 3) All properties within the site shall be subject to the Declaration and its enforcement provisions, including, without exception, applicability to the initial owner and all successors-in-title to all parcels as covenants running with the land; and
 - 4) No amendment of the Declaration shall constitute an amendment or diminution in effect or validity of any of the particulars of the enacting ordinance regarding the perimeter property buffers, the height of buildings, or the allowable uses without first amending the ordinance; and
- w) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest.

Section III. 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 IV. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section V. This ordinance shall be enforced after the date of an affirmative Third Reading.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2005

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 26, 2005
First Reading: April 26, 2005
Second Reading: May 3, 2005 (tentative)
Third Reading:

EXHIBIT A
Property Description

All that certain piece, parcel and tract of land, situate, lying and being on the South side of Clemson Road in Richland County, South Carolina between Hardscrabble Road and U.S. Hwy 1 (Two Notch Road), shown on that certain plat Boundary Survey prepared for Horse Pasture River Corporation by Civil Engineering of Columbia, Inc., dated April 24, 1997, revised December 12, 2000, more particularly described on said plat as two parcels, designated as 19.46 Acres and 1.75 Acres, N/E Darnall W. Boyd, respectively, and having metes and bounds, to wit:

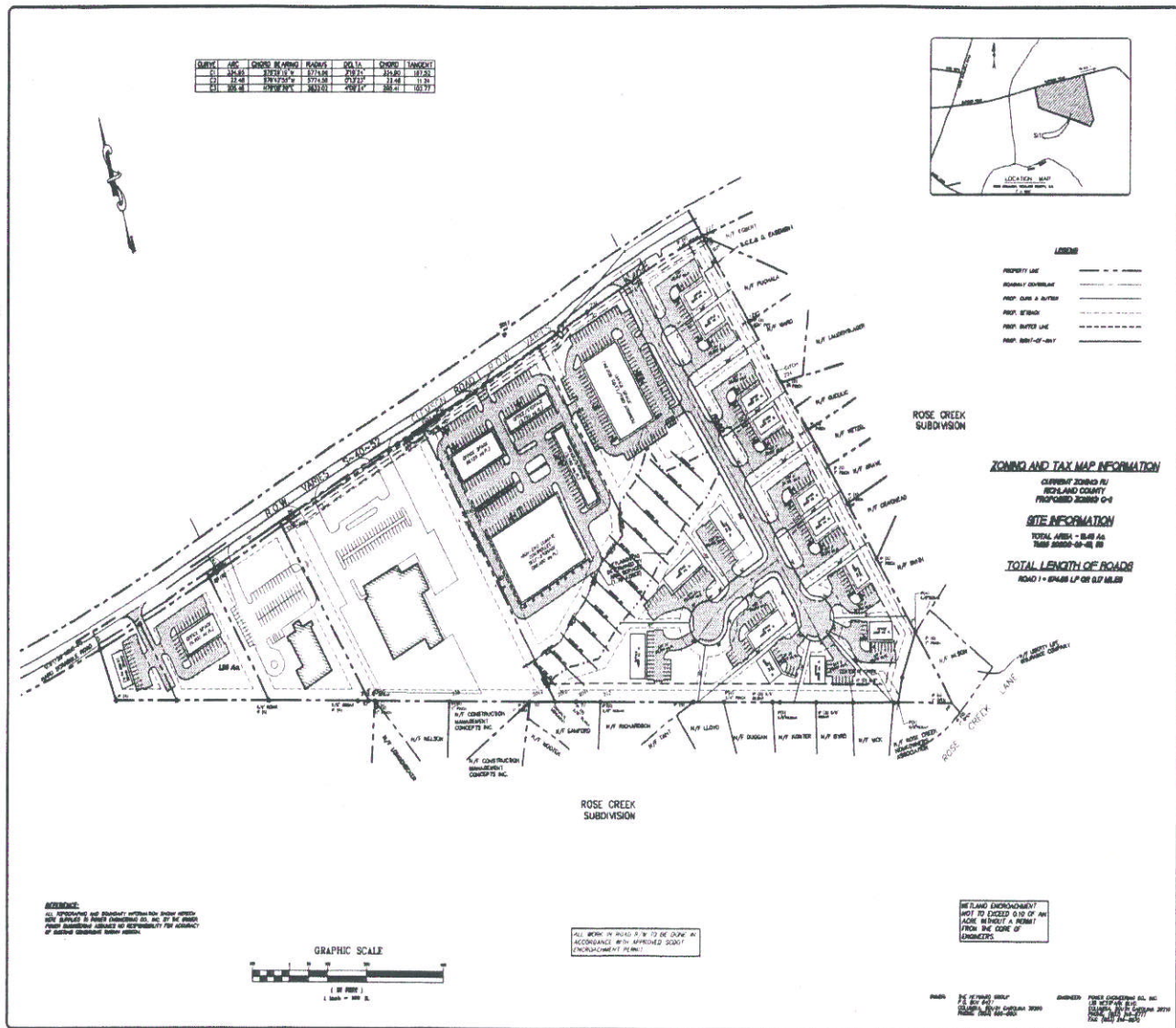
19.46 Acres:

Beginning at the northwesternmost corner of the parcel at an iron set on the southern R/W boundary of Clemson Road approximately 3,625.00 feet East of Hardscrabble Road and running along the said R/W in an easterly direction N76°04'27"E, 50.33 feet; thence N76°04'25"E, 604.68 feet; thence N79°08'29"E, 205.46 feet to a concrete monument at the northeastern property corner; thence turning and running along Rose Creek Subdivision S15°29'26"E, 224.98 feet; thence S15°30'21"E, 159.98 feet; thence S15°25'22"E, 127.95 feet; thence S15°27'53"E, 100.01 feet; thence S15°30'04"E, 100.00 feet; thence S15°27'13"E, 144.83 feet; thence S15°28'23"E, 195.02 feet to an iron pin at the southeastern property corner; thence turning and running along a creek centerline S36°29'30"E for 163.93 feet to an iron pin on the northern boundary N/F Rose Creek Homeowners Association; thence turning and running in a westerly direction along Rose Creek Subdivision N72°41'06"W, 11.33 feet; thence N73°03'48"W, 110.30 feet; thence N72°50'55"W, 99.96 feet; thence N72°40'58"W, 93.98 feet; thence N72°56'18"W, 127.78 feet; thence N72°49'05"W, 80.82 feet; thence N72°49'43"W, 242.87 feet; thence N72°50'02"W, 64.79 feet; thence N73°04'16"W, 58.45 feet to a concrete monument marking the southwestern property corner at the boundary N/F U.S. Postal Service; thence turning and running N12°59'55"W, 705.89 feet to the point of beginning.

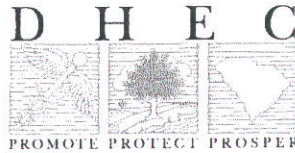
1.75 Acres

Beginning at the northwesternmost corner of the parcel at an iron set on the southern R/W boundary of Clemson Road approximately 2,640 feet (0.5 mi.) east of Hard Scrabble Road and running along the said R/W in an easterly direction N78°29'19"E, approximately 334.95 feet to an iron marking the northeasternmost corner of the parcel at the bonding N/F Sunshine House; thence turning and running S13°00'08"E, 317.96 feet to an iron marking the southeastern corner of the parcel; thence turning and running N72°49'19"W, 410.85 feet to an iron pin marking the southwestern corner of the parcel; thence turning and running N03°22'38"W, 121.85 feet to the point of beginning.

EXHIBIT B



BOARD:
Elizabeth M. Hagood
Chairman
Edwin H. Cooper, III
Vice Chairman
L. Michael Blackmon
Secretary



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

BOARD:
Carl L. Brazell
Steven G. Kisner
Paul C. Aughtry, III
Coleman E. Buckhouse, MD

July 20, 2005

Mr. T. Cary McSwain
Richland County Administrator
2020 Hampton Street
Columbia, SC 29204

RE: Piney Grove Utilities
Franklin Park (Water and Sewer)
Albene Park (Water)
Richland County

Dear Mr. McSwain:

As you may be aware, Piney Grove Utilities will no longer have an operator at the referenced facilities as of the end of July 2005. I want to report to you that we are actively pursuing a temporary receiver for the purpose of operating these systems. By this letter, we need to know if Richland County is willing to be a receiver. Therefore, we would appreciate your immediate consideration and response.

If Richland County is willing to be the receiver, we will meet with you to discuss the details of a receivership agreement. This agreement would be part of our request in Circuit Court to authorize the County to access the property, collect user fees and operate the existing systems.

If you have further questions about this system, please feel free to contact Jeff deBessonnet of my staff at 898-4157. If you have specific legal questions regarding temporary receivership, contact Matthew Penn in our legal office at 898-3350. I am also available at 898-4259.

Sincerely,

Alton C. Boozer, Chief
Bureau of Water

cc: Matthew Penn
Harry Mathis, Central Midlands District
Jeff deBessonnet
Willie Morgan, ORS
Andy Metts, Richland County Utilities

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STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-05

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT OF THAT CERTAIN LEASE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA (THE "TENANT") TO (1) EXTEND THE COMPLETION DATE; (2) ADD ADDITIONAL ASSETS AT A SECOND LOCATION; AND (3) OTHER MATTERS RELATING TO THE FOREGOING, ALL IN CONSIDERATION OF ADDITIONAL INVESTMENT IN THE COUNTY BY THE TENANT; AND AUTHORIZING THE FIRST AMENDMENT OF THE SECURITY AGREEMENT BETWEEN THE COUNTY AND THE TENANT

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council") and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended (the "Code"), and specifically Title 4, Chapter 12 of the Code (the "Streamlined FILOT Act") and pursuant to an Ordinance duly enacted on July 11, 2000 (the "Original Ordinance"), did heretofore enter into a Lease Agreement (the "Original Lease Agreement"), dated as of July 11, 2000, with Blue Cross and Blue Shield of South Carolina, a South Carolina business corporation pursuant to Section 38-19-30(C) of the Code, as Tenant (the "Tenant"), pursuant to which the County acquired title to certain real and personal property located within the County for lease to the Tenant to be used primarily as a corporate office facility (the "Original Project") and pursuant to which the Tenant agreed to make certain fee in lieu of tax payments ("FILOT") to the County with respect to the Original Project, all in accordance with the Streamlined FILOT Act; and

WHEREAS, the Tenant proposes to expand its existing facilities at a second location in the County by the addition of a data center and other facilities requiring approximately \$10,000,000 in additional investment within the County (the "Expansion Project"); and

WHEREAS, in order to induce the Tenant to increase its investment within the County, the County has agreed, in accordance with Section 4-12-30(C)(2) of the Streamlined FILOT Act, to (1) extend the Completion Date (as defined in the Original Lease Agreement to encompass approximately seven years) to December 31, 2010 for a Completion Date of approximately ten years, and (2) extend the FILOT benefits to the personal property portion of the Expansion Project, all as set forth more particularly in the form of the First Amendment to Lease Agreement presented to this meeting (the "First Amendment to Lease") and the First Amendment to Security Agreement presented to this meeting (the "First Amendment to Security Agreement"); and

WHEREAS, it appears that the First Amendment to Lease and First Amendment to Security Agreement now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

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

Section 1. The form, terms and provisions of the First Amendment to Lease and First Amendment to Security Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the First Amendment to Lease and First Amendment to Security Agreement were set out in this Ordinance in their entirety. As provided in the First Amendment to Lease, the Completion Date, as defined in the Original Lease Agreement, shall be extended to December 31, 2010 and the benefits of the FILOT shall be extended to the personal property portion of the Expansion Project, all in consideration of the Tenant's investment in the Expansion Project.

Section 2. The Chairman of the County Council is hereby authorized and directed to execute and deliver the First Amendment to Lease and First Amendment to Security Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized and directed to deliver the First Amendment to Lease and First Amendment to Security Agreement to the Tenant. The First Amendment to Lease and First Amendment to Security Agreement are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the First Amendment to Lease and First Amendment to Security Agreement now before this meeting.

Section 3. The Chairman of the County Council, the Clerk to the County Council and any other proper officer of the County, for and on behalf of the County, be and each of them are hereby authorized and directed to execute and deliver any and all documents and instruments, and to do and to cause to be done any and all acts and things, as may be necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and, if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Enacted this ____ day of _____, 2005.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Anthony G. Mizzell, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF

_____, 2005:

Michielle R. Cannon-Finch
Clerk of County 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:

**FIRST AMENDMENT TO
LEASE AGREEMENT**

between

RICHLAND COUNTY, SOUTH CAROLINA

and

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA

Amended as of _____, 2005

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment to Lease Agreement"), dated as of _____, 2005, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA, a South Carolina business corporation pursuant to Section 38-19-30(C) of the Code (the "Tenant");

WITNESSETH:

WHEREAS, the County and the Tenant did heretofore enter into that certain Lease Agreement dated as of July 11, 2000 (the "Original Lease Agreement"), pursuant to which the Tenant agreed to make, and the County agreed to accept, negotiated fee in lieu of tax payments with respect to the Project (as defined in the Original Lease Agreement); and

WHEREAS, the Tenant anticipates investing approximately \$10,000,000 in additional investment within the County to expand its existing facilities at a second location in the County by the addition of a data center and other facilities (the "Expansion Project"); and

WHEREAS, in order to induce the Tenant to increase its investment within the County, the County has agreed, in accordance with Section 4-12-30(C)(2) of the Code (as defined in the Original Lease Agreement), to (1) extend the Completion Date to December 31, 2010 for a Completion Date of approximately ten years, and (2) extend the FILOT benefits to the personal property portion of the Expansion Project, all as set forth more particularly herein; and

WHEREAS, the County authorized the foregoing actions to be taken for the benefit of the Tenant pursuant to that certain amendatory Ordinance enacted by the Council with respect to this First Amendment to Lease Agreement on _____, 2005; and

NOW, THEREFORE, in consideration of the premises, and respective representations and agreements hereinafter contained, and the sum of \$10.00 in hand, duly paid by the Tenant to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Tenant agree as follows:

Section 1. Additional Definitions. In addition to the words and terms elsewhere defined in the Original Lease Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Expansion Project" shall mean the addition of a data center and other facilities at the Tenant's existing facilities within the County at 2501 Faraway Drive, Columbia, South Carolina."

"First Amendment to Lease Agreement" shall mean this First Amendment to Lease Agreement, as originally executed and from time to time supplemented or

amended as permitted herein.

Section 2. Amendment of Original Lease Agreement.

(a) The Original Lease Agreement shall be amended as follows:

(i) The definition of "Completion Date" is hereby revised to read as follows:

"Completion Date" shall mean December 31, 2010."

(ii) The definition of "Project" is hereby revised to read as follows:

"Project" shall mean (i) the Premises; (ii) the building and improvements on the Premises; (iii) all items described in **Exhibit A-1** attached thereto, as amended or supplemented from time to time; (iv) all other office equipment, furnishings, other fixtures and personal property (excluding supplies and inventory and cash or cash equivalents) of a character subject to South Carolina property taxes, title to which is transferred to the County now or in the future and which are installed or placed in the buildings or improvements (including water, sewage treatment, and disposal facilities, air pollution and control facilities) on the Premises and (v) all equipment, furnishings, fixtures and other personal property installed or utilized by Tenant on or about the site of the Expansion Project. The real property portion of the Expansion Project shall not be deemed to be part of the Project for purposes of calculating the payments in lieu of taxes under Section 6.03 hereof."

(iii) The final sentence of Section 5.01 is hereby amended to read as follows:

"Upon expiration of the Term, this Lease shall terminate."

(iv) The second sentence of Section 6.03(a) is hereby amended to read as follows:

"In accordance with the provisions of the Act, the Tenant shall make with respect to the Project (1) twenty annual payments in lieu of taxes for each Completed Segment of the Project; and (2) thereafter the Tenant shall make the statutory payments in lieu of *ad valorem* taxes required by section 4-12-20 of the Act for Completed Segments of the Project during the Term of the Lease."

(v) Section 10.03 is hereby amended to read as follows:

"Section 10.03. Purchase Price. The purchase price for any purchase by the Tenant pursuant to the Lease shall be \$1.00. Should an Event of Default occur under this Lease, the purchase price for any purchase by the Tenant hereunder shall be \$1.00 plus any outstanding payments in lieu of taxes and any penalties or

interest imposed by the Act with respect to such outstanding payments.”

(vi) Section 11.02 is hereby amended to read as follows:

“Section 11.02. Remedies on Event of Default of Tenant. Upon the occurrence of any Event of Default the County at its option may, subject to the Tenant’s right to repurchase the Project pursuant to Article X hereof, terminate this Lease by 30 days’ notice in writing specifying the termination date and/or pursue any other remedies as may be available under the laws of the State.”

(vii) Section 12.03(b) shall be amended by adding after the address:

“and to:
April C. Lucas, Esquire
Nexsen Pruet, LLC
1441 Main Street, Suite 1500
Columbia, SC 29201”.

(viii) Exhibit A-1 is hereby amended to read as follows:

“All machinery, equipment, fixtures, goods, furniture, and office equipment and all other personal property and fixtures located on, or acquired in connection with, the construction of improvements on the land described on Exhibit A attached hereto or, to the extent acquired by the Tenant between January 1, 2005 and December 31, 2010, at the property of the Tenant at 2501 Faraway Drive, Columbia, South Carolina 29219, TMS # 19809-01-01.”

(b) Except as expressly amended hereby, the terms and provisions of the Original Lease Agreement shall remain unchanged and in full force and effect.

Section 3. Entire Understanding. The Original Lease Agreement, as amended by this First Amendment to Lease Agreement, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

Section 4. Severability. In the event that any clause or provision of this First Amendment to Lease Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 5. Multiple Counterparts. This First Amendment to Lease Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[End of First Amendment to Lease Agreement]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Lease Agreement to be effective as of _____, 2005.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Anthony G. Mizzell, Chairman, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

By: _____
Michielle Cannon-Finch, Clerk to Council
Richland County, South Carolina

BLUE CROSS AND BLUE SHIELD OF SOUTH
CAROLINA

By: _____
Name: _____
Title: _____

**FIRST AMENDMENT TO
SECURITY AGREEMENT**

between

RICHLAND COUNTY, SOUTH CAROLINA

and

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA

Amended as of _____ 1, 2005

FIRST AMENDMENT TO SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT (the "First Amendment to Security Agreement"), dated as of _____, 2005, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA, a South Carolina business corporation pursuant to Section 38-19-30(C) of the Code (the "Tenant");

WITNESSETH:

WHEREAS, the County and the Tenant did heretofore enter into that certain Lease Agreement dated as of July 11, 2000 (the "Original Lease Agreement"), pursuant to which the Tenant agreed to make, and the County agreed to accept, negotiated fee in lieu of tax payments with respect to the Project (as defined in the Original Lease Agreement); and

WHEREAS, pursuant to the terms of the Original Lease Agreement, the County granted to the Tenant an option to purchase all or a part of the Project ("Option to Purchase"); and

WHEREAS, as security for its obligations under the Option to Purchase, the County and the Tenant entered into a Security Agreement dated as of July 11, 2000 (the "Original Security Agreement"), thereby granting a security interest in the Project to the Tenant; and

WHEREAS, the County authorized the foregoing actions to be taken for the benefit of the Tenant pursuant to that certain amendatory Ordinance enacted by the Council with respect to this First Amendment to Security Agreement on _____, 2005; and

NOW, THEREFORE, in consideration of the premises, and respective representations and agreements hereinafter contained, and the sum of \$10.00 in hand, duly paid by the Tenant to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Tenant agree as follows:

Section 1. Amendment of the Security Agreement.

Section 1(a) of the Original Security Agreement shall be amended as follows:

"Section 1. Security Interest.

(a) all machinery, equipment, fixtures, accessions, office equipment, personal property and fixtures, and all other personal property of a character subject to South Carolina property taxes, as further described on the Exhibit A-1 to the First Amendment to Lease Agreement, as amended or supplemented from time to time pursuant to the terms of the Lease, and any replacements thereof or additions thereto, all of which items are located on or acquired in connection with the construction and operation of the improvements on the Land on which the Project is located or at the property of the Tenant at 2501 Faraway Drive,

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Columbia, South Carolina 29219, TMS # 19809-01-01.”

Section 2. Entire Understanding. The Original Security Agreement, as amended by this First Amendment to Security Agreement, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

Section 3. Severability. In the event that any clause or provision of this First Amendment to Security Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 4. Multiple Counterparts. This First Amendment to Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[End of First Amendment to Security Agreement]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Security Agreement to be effective as of _____, 2005.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Anthony G. Mizzell, Chairman, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

By: _____
Michielle Cannon-Finch, Clerk to Council
Richland County, South Carolina

BLUE CROSS AND BLUE SHIELD OF SOUTH
CAROLINA

By: _____
Name: _____
Title: _____

Estimated Fee Payments

BlueCross/BlueShield

Estimate and Comparison of South Carolina Property Tax Options
Richland County, South Carolina

<u>Real Estate</u>		Assessment Ratio		Assessed Value
Building Costs	\$0	Ad Valorem	10.50%	\$420,000
Subtotal	<u>\$0</u>	FILOT	6.00%	\$240,000
<u>Machinery & Equipment</u>	<u>\$4,000,000</u>	Rates		
<u>Furniture & Office Equipment</u>	<u>\$0</u>	Millage Rate	Ad Valorem	0.3881
<u>Total</u>	<u>\$4,000,000</u>	Millage Rate	Abatement	0.0800
		Millage Rate	FILOT	0.3052
		Depreciation M&E		11.00%
		Depreciation F&OE		10.00%

	Ad Valorem	Abatement	Total	Standard FILOT	Difference
Year 1	\$145,072	\$29,904	\$115,168	\$65,191	\$49,977
Year 2	\$127,142	\$26,208	\$100,934	\$57,133	\$43,800
Year 3	\$109,211	\$22,512	\$86,699	\$49,076	\$37,623
Year 4	\$91,281	\$18,816	\$72,465	\$41,019	\$31,446
Year 5	\$73,351	\$15,120	\$58,231	\$32,962	\$25,269
Year 6	\$55,421	\$0	\$55,421	\$24,904	\$30,516
Year 7	\$37,490	\$0	\$37,490	\$16,847	\$20,643
Year 8	\$19,560	\$0	\$19,560	\$8,790	\$10,770
Year 9	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 10	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 11	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 12	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 13	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 14	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 15	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 16	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 17	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 18	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 19	\$16,300	\$0	\$16,300	\$7,325	\$8,975
Year 20	\$16,300	\$0	\$16,300	\$7,325	\$8,975
	<u>\$854,130</u>	<u>\$112,560</u>	<u>\$741,570</u>	<u>\$383,820</u>	<u>\$357,751</u>

FN: All calculations are estimates. Final calculations depend on actual amount of investment.

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STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-05HR

AN ORDINANCE AUTHORIZING DEED TO WILLIAM E. HANCOCK, III FOR CERTAIN PARCELS OF LAND KNOWN AS LOTS 8, 9, 10 AND A PORTION OF LOT 11 (APPROXIMATELY 11 ACRES TOTAL) IN THE RICHLAND NORTHEAST INDUSTRIAL PARK, A PORTION OF RICHLAND COUNTY TMS # 25800-04-01.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to WILLIAM E. HANCOCK, III for certain real property, as specifically described in the attached Deed, Lots 8, 9, 10 and a portion of Lot 11 (approximately 11 acres total) in the Richland Northeast Industrial Park, a portion of Richland County TMS # 25800-04-01, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2005.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

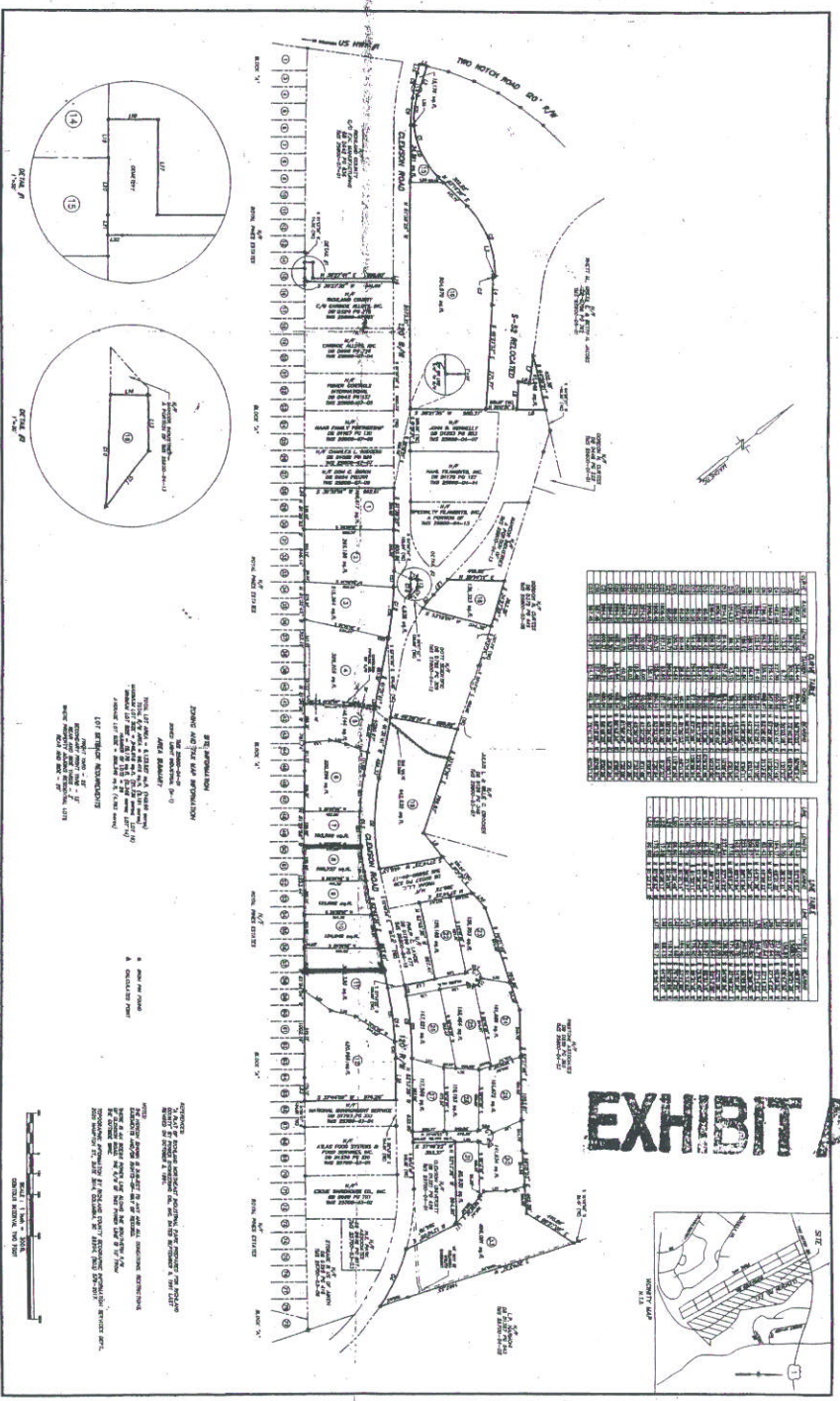
Attest this _____ day of
_____, 2005.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

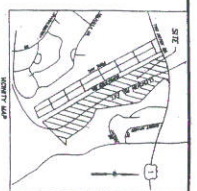
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content

EXHIBIT A



NO.	DESCRIPTION	QTY	UNIT	AMOUNT
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NO.	DESCRIPTION	QTY	UNIT	AMOUNT
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PREPARED BY
POWER ENGINEERING COMPANY, INC.
1000 WEST 10TH AVENUE
DENVER, COLORADO, 80202
PH: (303) 733-4377 FAX: (303) 733-4070

1. RICHLAND COUNTY
RICHLAND COUNTY INDUSTRIAL PARK
RICHLAND COUNTY
POWER ENGINEERING COMPANY

NO.	DATE	DESCRIPTION	BY
1	12/20/02	ISSUE FOR PERMITS	...
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SCALE: 1" = 200'

DATE: 12/20/02

BY: [Signature]

AGREEMENT TO SELL AND BUY

This Agreement, entered into this 26th day of May, 2005, by and between Richland County hereinafter called the Seller, and William E. Hancock, III hereinafter called the Buyer.

WITNESSETH: That for and in consideration of the sum of Five Thousand and No/100 (\$5,000.00) Dollars, to be applied as part of the cash portion of 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:

All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in the State of South Carolina, County of Richland, consisting of approximately eleven (11) acres in the Richland Northeast Industrial Park and shown as Lots 8, 9, 10 and a portion of 11 as outlined in red on the attached Exhibit A.

Upon the further payment of Four Hundred Ninety Thousand and No/100 (\$490,000.00) Dollars, making a total purchase price of Four Hundred Ninety Five Thousand and No/100 (\$495,000.00) Dollars.

This Agreement shall be subject to and contingent upon the following:

Buyer's satisfactory inspection of the subject property, at Buyer's sole cost and expense, to determine, in the sole opinion of Buyer, if the property is suitable for Buyer's intended use as a wholesale and retail automotive and parts distribution center, to include but not limited to zoning, water, sewer, drainage and environmental studies.

The above contingencies to be satisfied or waived by Buyer within sixty(60) days from the execution of this Agreement. In the event Buyer is unable to satisfy or waive any of the above contingencies within the stipulated time, Buyer may declare this Agreement null and void by notifying Seller in writing, in which case all earnest monies shall be refunded to Buyer.

The Seller hereby covenants and agrees to convey the above described property to the Buyer, his heirs or assigns in fee by proper deed, with covenant of general warranty, free from all defects and encumbrances, except such as are herein agreed to be assumed. Seller shall pay for preparation of deed and for all statutory deed recording fees.

The above described property shall be conveyed subject to applicable zoning ordinances and valid recorded easements, restrictions and covenants provided the foregoing do not make the title unmarketable or prohibit Buyer from using the property for such purpose, if any, which may be specified in this Agreement to Sell and Buy.

Upon tender of such deed at the time below provided, the Buyer agrees to comply fully with the terms of this Agreement.

Upon failure of the Buyer to comply with the terms of this Agreement, within the stipulated time, the Seller has the right to retain the amount this day paid and to enforce the performance of this Agreement according to law.

The earnest money paid under this Agreement shall be held by Nexsen Pruet, LLC, as Trustee, and settlement and all payments under this Agreement shall be made through the said Nexsen Pruet, LLC. Nexsen Pruet, LLC does not guarantee payment of check or checks accepted as earnest money.

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The parties understand that, under all circumstances, including default, the Trustee holding the earnest money deposit will not disburse it to either party until both parties have executed an agreement authorizing the disbursement or until a court of competent jurisdiction has directed a disbursement.

All taxes, rents, water rents, paving assessments and interest to be prorated to date of completion of sale. Hazard insurance to be prorated or canceled at the option of buyer.

This sale and purchase to be completed within thirty (30) days of the satisfaction of the contingencies.

This Agreement is binding upon ourselves, our heirs, executors, administrators, successors or assigns.

It is understood that this written Agreement constitutes the entire contract between the parties hereto.

Witness our Hands and Seals in triplicate the day and year first above written.

Accepted this _____ day of _____, 200__.

In the presence of:

SELLER: Richland County

By: _____

By: _____

BUYER: William E. Hancock, III

Johna Whittle
Larry Meach

By: W. Hancock

By: _____

**APPLICATION FOR LOCATING A COMMUNITY RESIDENTIAL
CARE FACILITY IN AN UNINCORPORATED AREA OF
RICHLAND COUNTY**

To the Chairperson of Richland County Council:

The undersigned hereby respectfully requests that the Richland County Council approve the location of a community care home in Richland County, South Carolina, pursuant to Chapter 7 of Title 44 of the 1976 State Code of Laws, as described below. (Be advised that final approval of all community care homes rests with licensing by the State Department of Health and Human Services.)

Applicant must be the director of the proposed facility.

1. Applicant Name: SARAH LONG

2. Applicant Address: 424 CALVARY DR.
Columbia S.C. 29203.

3. Applicant Telephone: Home (302) 377-9072 Office _____

4. Location of proposed community care home:

Street address: 424 CALVARY DR. City, zip: Columbia: 29203

Tax Map Number: _____

5. Do you own the building that will house the proposed community care home?

YES NO

If "No," do you have an option to buy the property or, if renting, do you have a lease agreement with the owner? Please state which arrangement you currently have and the name, address and phone number of the current owner and/or lessor.

6. If you are leasing the property, has the lessor granted authority to establish a community care home on the property? YES NO

7. Will the proposed community care home be established in your current permanent residence? YES NO

8. How many bedrooms and bathrooms does the proposed community care home

have? Bedrooms 3 Bathrooms 1

9. How many resident clients will be housed in this proposed community care home?

Nine or less Ten or more

10. Describe the type of resident client to be housed in this proposed facility (senior citizens or children, physically or mentally disabled, etc.). mentally disabled and or senior citizens

11. How many full-time and part-time staff will care for the resident clients of the proposed community care home? Full-Time 1 Part-Time _____

12. How many total persons will occupy the proposed community care home during the night? (include resident clients, staff, staff family, applicant, applicant's family, etc., as applicable) Total Persons 3

13. Do you currently operate any other community care facilities in Richland County?

YES

NO

If you do, list the location, year licensed, and number of resident clients for each facility:

Street address

Year Licensed

of Residents

Street address

Year Licensed

of Residents

14. Have you ever had a license revoked for any type of residential health care facility located in South Carolina? YES NO

I hereby certify that if granted approval from the Richland County Council to locate a community care home as described above, I will fully comply with all regulations of the appropriate state licensing and regulatory agency or agencies, the State Fire Marshal's Office, and Health Department Officials which apply to community care facilities in establishing and obtaining licensing for my community care home.

I also certify that all of the above information is correct to the best of my knowledge.

Garrah W. Long
Signature of Applicant

Date

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Maps New User? [Sign Up](#)

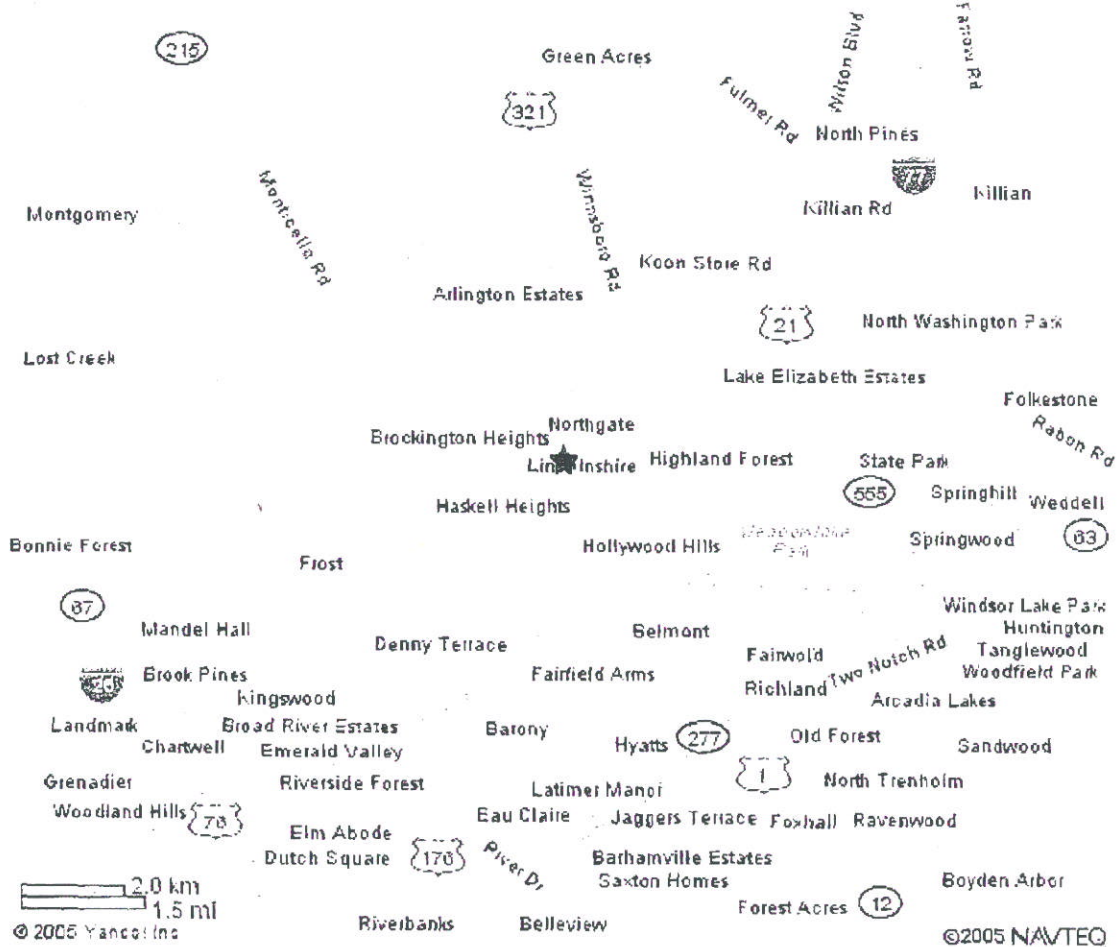
[Me](#)

Yahoo! Maps - Columbia, SC 29203-1407

[« Back to Map](#)

★ **424 Calvary Dr Columbia, SC 29203-1407**

YAHOO!



When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

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