

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Niermeier	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	November 13, 2020	Meeting Date:	November 19, 2020
Legal Review	Elizabeth McLean via email	Date:	November 13, 2020
Budget Review	James Hayes via email	Date:	November 16, 2020
Finance Review	Stacey Hamm via email	Date:	November 16, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	FY21 Transportation BAN/BOND		

STAFF’S RECOMMENDED ACTION:

Staff respectfully requests approval of the resolution to (1) BAN for \$100M and paying down \$25M in debt or (2) Bonding for \$100M and paying down \$25M in debt.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

As shown in Attachment 2 from First Tryon, the department has adequate funding for FY21 to pay down \$25M of the debt and meet current program needs. Should additional funding be needed, there is unencumbered funding in several projects that can be used to meet possible funding needs.

Fiscal: If the collections trend as the first quarter did this year (FY21), there should not be any problems with the numbers proposed by First Tryon. If they trend to last year’s collection numbers, there would be a need for a reduction of \$5M from unencumbered project funding.

Budget: Budget has expressed concerns about our having \$25M in Cash to pay down funds with the amount money currently budgeted and Transportation Fund Balance already having to cover a great deal of it. There is \$ 28,292,024 of BAN process available to pay down \$ 26,394,609 in debt. This leaves \$156,772,588 of net proceeds for the year.

FY 2021 Budget

Transportation Admin	\$ 2,122,548.00
Roadways	\$ 160,426,668.00
Bikes/Greenways	\$ 27,088,050.00
Total	\$ 189,637,266.00

Based on the projected revenue of \$69M for FY21:

COMET (28.13%):	\$ 19,409,000	
Program Administration (3%):	\$ 2,070,000	
Deb Service:	\$ 1,400,000	
Program Management Costs:	\$ 2,122,548	(allocated against projects annually)
Total Remaining for Projects:	\$ 43,998,452	

Unencumbered Money as of 11/16/2020:

In Roadways:	\$ 124,512,767	(77% remaining)
In Bike/Pedestrian/Greenways:	\$ 23,330,719	(86% remaining)

Updated Estimated Project Expenditures for FY21:	\$ 57,087,479
Anticipate FY 21 Revenue for projects:	\$ 43,998,452
Needed from unencumbered funds:	<u>\$ 13,089,027</u>

Est Unencumbered Balance: **\$ 67,984,670**

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The original Transportation BAN was issued pursuant to County Ordinance 057-17 (Att 6). As required by the Ordinance, if subsequent BANs are issued to refinance prior BANs, the County Council must adopt an authorizing Resolution [see bottom of p. 3 of the Ordinance]. Prior to issuing the 2019 Transportation BAN, the County Council adopted an authorizing Resolution. Likewise, the Council adopted the attached Resolution (Att 7) on December 10, 2019 to authorize the 2020 BAN.

Staff is proposing that we draft a similar resolution for this year and include the staff's recommendation for a bond or BAN—recognizing that the original Ordinance does not require a Resolution to authorize the issuance of bonds, but Bond Council believes it would be advisable to do so.

Transportation requires approval of one of the two options requested. Rolling the current BAN or Bonding provides the means to pay off the current BAN with either a preferred 7 year GO Bond or rolling the current BAN for 12 months. If one of these options were not selected, the Department would be required to pay off the current BAN in February of 2021 for \$128,729,167 (Net \$126,394,609). Paying this off entirely is not operationally feasible.

The current \$125M BAN has \$28,292,024 remaining that would be used to pay down \$25M of debt, reducing the programs debt obligation to \$100M. This amount would be paid down over the next 7 years with a GO bond or rolled annually with a BAN.

To date, the department has \$116,772,588 of net proceeds available with another \$40M of anticipated revenue for the remaining 3 QTRS of the year. This gives the department \$156,772,588 of net proceeds available to address the remaining FY21 Budget needs.

Parker Poe will draft two resolutions for consideration. One is for a BAN option and the other is a Bond option. Staff recommends the Bond option. The comparisons of the two are shown in attachment 1.

Once a course of action is decided, Bond Council will draft the appropriate resolution for Council and the Preliminary Official Statement. First Tryon will provide the Rating Presentation prior to the rating call. Bond/BAN Official Statement for review and approval. After the rating call, a rating letter and report will be provided as well as a bid summary. The winning bid information will be updated in the Official Statement prior to closing in February. (see Att. 8)

At the November 19, 2019 Regular Session Meeting, Council thoroughly debated financing options for the Penny Program and eventually settled on rolling over the \$175M BAN and paying down \$50M of it. The result of this approval is the matter before us.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Securing long term debt service allows better planning within a fiscally constrained environment. Consistent debt service payments subtracted from projected annual revenue will provide approximately \$37M for projects and operating expenses. Therefore, the department can better sequence projects based on conservative revenue stream projections.

Because the department paid down \$50M in debt last year and plans on paying back \$25M this year, there are no further options for debt financing. All funding will come from Penny Tax revenue, Mitigation Bank sales, and outside funding sources such as C-Funds, Federal Grants, Economic Development Grants and other State and local funding programs. Therefore, savings from the de-scoping efforts and assertive efforts to seek outside funding sources are important to the program.

ATTACHMENTS:

1. BAN vs. Bond Cost
2. Band_Bond Financials
3. Bond Resolution-To be added later
4. BAN Resolution- To be added later
5. Regular Session Minutes-November 19, 2019
6. Richland Ordinance 057-17 - Transportation Bonds
7. Richland (2020 Transportation BAN) Resolution
8. Richland County 2021 GO Sales Tax Bond-Financing Schedule

Richland County, SC
2020 GO Bond Anticipation Notes Payoff Analysis

Scenario 1 - Long Term GO Bond Takeout

Sources of Funds	
Par Amount	100,000,000
Premium	15,677,460
2020 GO BAN Debt Service Fund	2,334,558
County Equity Contribution	26,394,609
Total Sources of Funds	144,406,627

Uses of Funds	
2020 GO BAN Payoff	128,729,167
Debt Service Fund	15,027,460
Cost of Issuance	250,000
Underwriters Discount	400,000
Total Uses of Funds	144,406,627

Debt Service	Period Ending	Principal	Interest	DSF	Net Debt Service
	6/30/2022	25,110,000	4,608,806	(15,027,460)	14,691,346
	6/30/2023	11,175,000	3,516,500	-	14,691,500
	6/30/2024	11,625,000	3,069,500	-	14,694,500
	6/30/2025	12,085,000	2,804,500	-	14,689,500
	6/30/2026	12,690,000	2,000,250	-	14,690,250
	6/30/2027	13,325,000	1,365,750	-	14,690,750
	6/30/2028	13,990,000	699,500	-	14,689,500
Total		100,000,000	17,864,806	(15,027,460)	102,837,346
Assumptions				True Interest Cost	0.62%

- \$100 million fixed par amount
- Closing date of 2/24/2021
- First interest payment date of 9/1/2021
- Annual principal payment dates from 3/1/2022 - 3/1/2028
- Level annual net debt service
- Cost of Issuance of \$250,000 and Underwriter's discount of \$4/Bond
- Current market interest rates as of 11/10/2020

Scenario 2 - Roll GO BAN

Sources of Funds	
Par Amount	100,000,000
Premium	2,633,000
2020 GO BAN Debt Service Fund	2,334,558
County Equity Contribution	26,394,609
Total Sources of Funds	131,362,167

Uses of Funds	
2020 GO BAN Payoff	128,729,167
Debt Service Fund	2,393,000
Cost of Issuance	200,000
Underwriters Discount	40,000
Total Uses of Funds	131,362,167

Debt Service	Period Ending	Principal	Interest	DSF	Net Debt Service
	6/30/2022	100,000,000	2,991,667	(2,393,000)	100,598,667
	6/30/2023	-	-	-	-
	6/30/2024	-	-	-	-
	6/30/2025	-	-	-	-
	6/30/2026	-	-	-	-
	6/30/2027	-	-	-	-
	6/30/2028	-	-	-	-
Total		100,000,000	2,991,667	(2,393,000)	100,598,667
Assumptions				True Interest Cost	0.39%

- \$100 million fixed par amount
- Closing date of 2/24/2021
- Principal and interest due on 2/23/2022
- Cost of Issuance of \$200,000 and Underwriter's discount of \$0.40/Bond
- Current market interest rates as of 11/10/2020

Richland County, South Carolina
GO Sales Tax BAN

2020 BAN Payoff	128,729,167
<u>Debt Service Fund (as of</u>	
<u>10/31/20)</u>	<u>2,334,558</u>
Net Payoff Amount	126,394,609

10/31/20 Balance	
Penny Tax Fund	147,908,911
<u>2020 BAN Proceeds</u>	<u>28,292,024</u>
Total	176,200,935

Encumbered Projects	33,033,738
---------------------	------------

Net Proceeds Available	143,167,197
Use of Proceeds for Payoff	26,394,609
Net Proceeds Available	116,772,588
Remaining Sales Tax for FY2021	<u>40,000,000</u>
	<u>156,772,588</u>

FY2021 Projects

Budget	187,500,000
<u>Encumbered</u>	<u>33,033,738</u>
Net Projects Remaining	154,466,262

Annual Debt Service (FY2022-2028)	15,000,000
--------------------------------------	------------

Annual Sales Tax Receipts	52,000,000
Net Annual Amt Available for Projects	37,000,000



Richland County Council

REGULAR SESSION

November 19, 2019 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice-Chair; Joyce Dickerson, Calvin “Chip” Jackson, Gwen Kennedy, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Beverly Harris, Angela Weathersby, Stacey Hamm, Leonardo Brown, Jennifer Wladischkin, Clayton Voignier, Kim Williams-Roberts, James Hayes, Ashley Powell, John Thompson, Quinton Epps, Michael Niermeier, Janet Claggett, Geo Price, Michael Byrd, Judy Carter, Sandra Haynes, Larry Smith, Jeff Ruble, Eden Logan, Brittney Hoyle Terry, Cathy Rawls, Tariq Hussain, Dwight Hanna, Casey White, Ronaldo Myers, Dale Welch, Christine Keefer, Bryant Davis and Trina Walker

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 Jim Manning
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jim Manning
4. **PRESENTATION OF PROCLAMATIONS**
 - a. **A Proclamation Recognizing the 2019 University of South Carolina’s Athletics Hall of Fame Inductee – Kristi Coggins** – Ms. Dickerson presented a proclamation honoring Ms. Coggins on her induction into the University of South Carolina’s Athletics Hall of Fame.
 - b. **A Proclamation Honoring the retirement of Richland County Sheriff’s Department Captain Joseph “Joe” Johnson Odom** – Ms. Dickerson presented a proclamation honoring Captain Odom on his retirement from the Richland County Sheriff’s Department.
5. **PRESENTATIONS**
 - a. **Communities In Schools of the Midlands: Latasha Taste-Walker, Director of Development** – Ms. Taste-Walker thanked Council for their support over the last 30 years. On November 6, they celebrated “All in for Kids Day”. They currently serve over 2,900 students, which are at-risk.
 - b. **Serve & Connect: Kassy Alia Ray** – Ms. Ray presented an overview of what the “Serve & Connect” initiative has been able to accomplish. She thanked Council for their monetary support for the initiative, as well as their emotional support following the death of her husband.
6. **APPROVAL OF MINUTES**
 - a. **Regular Session: November 5, 2019** – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as distributed.

19. **REPORT OF RULES AND APPOINTMENTS COMMITTEE**

a. NOTIFICATION OF APPOINTMENTS

1. Airport Commission – Three (3) Vacancies – Ms. Newton noted that Mr. Julius W. “Jay” McKay, II withdrew his application for the position.

Ms. Newton stated the committee recommended appointing Ms. Kaela Bailey and Mr. Michael Medsker, and to vote individually on the remaining two (2) applicants to fill the remaining vacancy.

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

Present but Not Voting: Manning

The vote in favor was unanimous to appoint Ms. Kaela Bailey and Mr. Michael Medsker.

Ms. Myers inquired if the committee interviewed both of the applicants, and found them both equally acceptable.

Ms. Newton stated the committee did interview all of the candidates, and voted on them, but neither candidate received a majority of votes to make a recommendation to Council.

Mr. Jackson stated it concerns him when an item comes before Council to make a decision that should be made at the committee level. What he believes he heard was there were enough committee members to vote, but not all of the committee members did vote, so as a result Council is being asked to make the decision.

Callan: Malinowski, Walker and Dickerson

Squire: Terracio, Newton, Myers, Kennedy, Manning and Livingston

Mr. Jerome S. Squire was appointed to fill the remaining vacancy.

20. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE –**

a. **Items for Action:**

1. Cash Flow Model Presentation – First Tryon – Mr. Jackson stated the item before Council is the Cash Flow Model, which has been presented on multiple occasions.

Mr. Walker stated he would like to see an all cash method, going forward. It eliminates the ambiguity of bonding, fees associated with bonding, and the misappropriation that bonding brings forward. He stated, for clarification, that he understood Mr. Goldsmith, in his professional opinion, as a financial advisor to multiple municipalities, recommended the hybrid option is in the best interest of the County, its constituents, its taxpayers, and those that are expecting to derive a return and product from this program.

Mr. Goldsmith responded in the affirmative. In an ideal world, we would all say that we never want to borrow because when we do all we are doing is paying interest costs to investors in New York. We would rather be able to spend penny for penny every bit of revenue directly on

construction projects, but you get the revenues quarterly, which means you would have to match up exactly your spending schedule. The benefit of bonding is you get the big pot of money upfront, so you can go out and start spending on multiple projects all at once.

Mr. Walker stated, for clarification, bonding allows for expediency, and a pay go program would have a negative downside of slowing down or potentially interrupting the current project flow.

Mr. Goldsmith stated that is correct, which then exposes you to the construction cost inflation.

Mr. Malinowski inquired as to where we are going to get the contractors. He stated there is only a finite number of contractors that can do the jobs, whether you have the money or not. It does not necessarily mean that we are going to have every project completed in the next year. The fact the funds is borrowed, and used over a longer period of time, also subjects you to a potential rise in construction costs. He stated, for clarification, borrowing a large chunk of money does not guarantee you will not be paying more money for your projects.

Mr. Goldsmith stated First Tryon is the County's financial advisor, and not the construction engineer. They take the projected construction draw schedules, which staff, and previously the PDT, provided as to what the monthly expenditures could be.

Mr. Malinowski stated, in the agenda, the date on the report is October 16th. He inquired if this is the date of preparation for the agenda, or is it the date First Tryon prepared the report.

Mr. Niermeier stated First Tryon prepared the report, for the County, on October 16th. The report was based on the updated schedule.

Mr. Malinowski inquired when First Tryon finished gathering the information for the report.

Mr. Goldsmith stated it is an iterant process, but the information would have been received days or weeks immediately prior to the submission of the report.

Mr. Malinowski inquired if it was after the report was prepared that the County received additional information, in Executive Session, regarding the DOR matter.

Mr. Brown stated the County received new information, after this report was prepared.

Mr. Malinowski inquired if the new information has been taken in account.

Mr. Brown stated, in the general sense, that the financial strength of the County is where it is, we did meet with the financial advisors, so the impact of any concerns you may have has been taken into consideration. The report, as it stands, is still good information.

Mr. Walker stated, as he looks at the project funding schedule on pp. 256, 258, and 261 of the agenda, it looks as though the schedule on all three scenarios is 2020 – 2029. Then, you have a total dollar amount expended under the three scenarios, with cash being the least of the three with \$505M; 100% debt being \$510M; and the hybrid being \$508M. To him, what he sees is the same projects; with the same total overall spend, for the most part, against the revenue projected, with the same timeline. He stated what we are really talking about is frontloading, or accelerating projects, not necessarily the capability to do the projects in the out years. It is a timing mechanism. What we are contemplating is taking on the upfront risk, and burden, against our current bonding capacity and operational capabilities. To him, what it boils down to

is financial discipline. We can do the same projects; the same overall spend, and actually save approximately 1%, simply by maintaining spending discipline. As opposed to going to the bond market, and taking on a bond load that is not necessarily needed to achieve completion of the projects. It would just require some financial discipline and pacing, within the project. He inquired if he had misinterpreted any of the data, or misspoke to any of those points.

Mr. Goldsmith responded Mr. Walker had not misspoken. It is essentially a timing issue. If you complete the borrowing. You have the "big pot" of money upfront, and is shown in the bar charts. As you can see on the cash only bar chart, we paid off the debt, so it showing you that the construction spend schedule has to live within those low bars. Overall, you will be able to build the projects, but you will have to wait until each quarter of revenue comes in. Versus, in the borrowing scenarios, when there is all borrowing, or partial borrowing, and the bars are much higher, which gives you the flexibility, if the construction folks can spend it rapidly, to do so. Whereas, if we paid off the debt, you will be saying to the construction folks, you can only spend the money as it comes in. Philosophically, you may say you would rather do that and not pay interest on debt, but the beginning place for our discussion is when the construction people say this is what we project we can spend. They pick up that, and say, if that is what you are trying to spend, the only way you can do it is to take on some debt. You do not have the cash flow coming in to be able to do that.

Mr. Jackson inquired if it is a fair assumption that the volume of work we are anticipating, going forward, would be greater than the volume of work that has occurred up to this point.

Mr. Niermeier stated that would be a good statement. The larger projects are about to come into fruition. They have gone through the design and right-of-way, and are ready to be advertised, which will take a lot of the construction money that is needed.

Mr. Walker stated if we so chose, to move forward, post advertisement. He stated he wanted to be very overt in his opinion that pacing ourselves "to eat it, as we kill it" is not some social fallacy. There is a discipline associated with leadership position that sometimes you make the tougher decisions to slow things down, and not continue to do things the same way simply because that is how we have been doing them. He finds it interesting that his colleagues appear, or are impugning, that our staff is going to accelerate the pace of projects, when that was not the tune that was sung when we moved to bring this project in-house. He finds it difficult to believe we are going to spend \$130M - \$140M, when the PDT could not do it. He understands the timing of onboarding some of these projects.

Mr. Jackson stated he wants his colleagues to be clear on what is before us. He stated we can debate whether it is appropriate to spend now, or later, all we want. He stated what is before is, once we decide which scenario to go with, it still has to come back to this body, before it is enacted. The attempt has been to try to get one of the scenarios approved. The question is not whether we would be impugning. The question is whether we want to select one of the scenarios, presented before us, to move forward. If the County has moved the project in-house, which it has done, and it decides it wants to move at a slower pace, that is going to happen naturally. Whether or not there are contractors available, it does not negate our obligation to determine which one of these scenarios is the one to choose.

Ms. Newton stated staff's recommendation is the partial payback of the BAN, and Mr. Niermeier just mentioned that some of the bigger projects are about to come online. She inquired, from Mr. Niermeier's perspective, what projects necessitate the additional BAN.

Mr. Niermeier stated there are several large widenings that are coming forward (i.e. Atlas Road).

Ms. Newton stated, for clarification, the ones that are over budget, and on hold.

Mr. Niermeier responded in the affirmative.

Ms. Newton inquired if there is a project that is not currently on hold, due to being over the referendum, which you count as being ready to come on line.

Mr. Niermeier responded there is not.

Ms. Myers stated she does not believe we should be voting to add additional debt to the County. That was the whole point of the referendum. She thinks we should be paying as we go. As in previous years, she will be voting "no" for an option that requires us to go out and get additional funds, rather than using funds on hand.

Mr. Manning stated he, along with over 50% of Richland citizens, voted in favor of bonding for Penny Projects, and is the way he will be voting.

Mr. Jackson stated the committee recommended we approve the funding plan outlined, and recommended by staff and First Tryon, which is a combination of the debt/cash mix.

In Favor: Jackson, Kennedy, Manning, Livingston and McBride

Opposed: Terracio, Malinowski, Newton, Myers and Walker

Present but Not Voting: Dickerson

The motion failed.

Mr. Manning moved, seconded by Mr. Jackson, to approve the option to bond 100%.

Mr. Walker made a substitute motion, seconded by Mr. Malinowski, to approve the all cash model, as presented by First Tryon.

Mr. Manning stated, for clarification, if the substitute motion did not pass, and we went back to the original motion that would allow for total bonding, those items would still come back to Council. The option would be available, and Council could go cash pay the entire way. If the all cash option were to pass, it would prevent the County from bonding, in the future, as was passed by the voters, in 2012.

Mr. Jackson stated that is his understanding. The process, for moving forward with bonding, would end tonight with this vote. We would not be able to come back and revisit that.

Mr. Walker stated, for clarification, if Council chose to initiate a "strategic plan", for the remainder of this program, utilizing only cash, and they were to come up against a project shortfall, or an opportunity was brought forward by the County Administrator to bond per project, why could Council not approve a borrowing mechanism to help bridge a gap.

Ms. Myers stated the referendum prevents it. The referendum says we have to do it by a date certain, or not at all.

Ms. Hamm stated the referendum said that you had to borrow within 5 years. We started the BAN at the end of the 5 years; therefore, if we do not borrow now, we will not ever be able to borrow.

Mr. Livingston inquired, if the motion passes with -0- bonding, at what point will we not be able to do any projects, based on the projections that staff has presented.

Mr. Niermeier stated he does not have that exact date in front of him. He stated if you look at the cash only option, on p. 257 in the agenda, it drops off in Spring 2020. At that point, we would barely be able to continue with current construction, and we would have to stop any advertisement to make sure we remain cash positive for the remainder of the program.

Mr. Livingston inquired if we know how long it would take to finish all of the projects.

Mr. Niermeier responded in the affirmative. The draft schedule we put together for cash only would push us out to 2030 -2032.

Ms. Myers stated, as a point of clarification, in answer to what Mr. Livingston is saying, does that not assume we do all those projects over budget, as they stand.

Mr. Niermeier responded in the affirmative. This model does not include the \$52.5M for Carolina Crossroads, so it would need to be built back in.

Mr. Walker inquired if he was missing something, on the cash-funding schedule, because as he reads it, he does not see a year where we do not do a project. As a matter fact, the delta in the first three years, is representative of a 30 – 40% discrepancy in spending with bonding versus not, but in the out years we make up for all that spending with cash on hand.

Ms. Myers inquired if we are anticipating the projects that are currently over budget will go forward at the planned amount, and not the referendum amount.

Mr. Niermeier stated this particular model anticipated certain assumptions that were presented for this body. Those assumptions could change; therefore, these models will adjust accordingly. We would need to go back in and readjust those for what was actually approved.

Ms. Myers stated, in harmony with what Mr. Walker said, we have been presented a bond now in this large amount or nevermore. She suggested there may be some Council members that would vote for a smaller bonding amount, but will not vote to go to the hilt on a bond, when we have not utilized all of the bond funds in past. We have used it this year, not because we needed, but because we made a decision to use the bond proceeds first to avoid penalties, which means we still had Penny Funds on hand. To her, what has been more frustrating is where we have gone out to the bond market, to get the money, for fear that we are going to need it, when we had a fully standing 30 person, manned operation to spend as much money as fast as they could, and it still did not all get spent. We have consistently said that our staff is going to be leaner and meaner. She does not understand why we are now saying that we have to go to the max, just in case, we move faster than the PDT. She thinks we could refine the model, and come up with a real model that says what we are actually going to do. In addition, to put us to the test, and say, "Council decide if you are going to overspend on these projects."

Rather than going back and forth with the same dancing, and guessing how much money we are going to need.

Ms. Dickerson inquired if we decide to go with the bond versus cash will we have to do three (3) readings and a public hearing. She has a problem with going up to the max, but she does think, since the voters voted for us to use bonding to help us with these projects, she does not know how we can say we will not use any bond, and just do cash only. She stated she could support bonding a smaller amount.

Mr. Jackson stated his initial motion was not to go to the max. Ms. Myers and Mr. Walker are speaking about the motion made by Mr. Manning. His initial motion was the debt/cash mix, which was not the max, and Council voted that down. Mr. Manning then made a motion to go to the max. At which time, he noted that if we did not do the bonding, within the window of time, we would no longer have an opportunity to borrow money, in the future.

Ms. Dickerson stated this is complicated, and it is going to take a lot of thought for her to know which way to vote. She stated we find ourselves in the position where none of us wanted to be. We got stuck in, so now we have to figure out the best way to get out of it. She inquired as to what we need to do in order to bond part of this.

Mr. Brown stated there are a couple options you can consider, besides what you are talking about now. In order to deal with a combination of a bond process, we are up against a timeline to do that. There was a discussion about what other management plans, this County could make to move this process forward. One of the things you could do is roll the BAN forward. You do not remove your capacity, but at the same time, you give yourself an opportunity to say, "Here is what we have decided. Here is what how we are going to move forward. Here is what projects we are going to do." He thinks one of the things we are talking about, and he understands from the Chair of the ad hoc committee and, maybe, some other Council members that this have been ongoing discussions. Where he finds himself, as the County Administrator, is that Mr. Niermeier has a task that he needs to perform, but part of that task is what projects will Richland perform. Mr. Niermeier, to his understanding, the PDT, based on the process they went through, was working off something, which was presented, and was believed to have been approved by Council. Through discussions he has heard, since he has been here, that requires three (3) readings and a public hearing. Those items may not have happened, in that process. However, we are still dealing with decisions that have to be made, and the cash flow/bond mix really requires the Council to have decided on some level what projects we will do, and what level of projects we will do. That has not been decided. At this point, based on our conversations, you have one more meeting where that could be decided. He does not know if you will have the additional time to sit down and have a conversation about what projects Richland County will be moving forward. If that modifies any of the referendum, you would still have to have three (3) readings and public hearing, which would mean you, would not have the time. It may be more prudent, for us, to go with rolling the BAN, which does not prohibit you from the future opportunity to bond, which you may want, and will probably need, on some levels. A managed care approach will allow you to make decisions because Mr. Niermeier will not be able, of his own volition, to decide what projects we are going to do. He does not have that authority within and of itself. It lies within the Council. He inquired what affect rolling the BAN forward would have on our ability to bond, under the referendum.

Mr. Malinowski requested clarification regarding what Ms. Hamm said about the timeline that we are under to issue these bonds. He stated, Ballot Question #2, which was referring to the bonding, said, "I approve the issuance of not exceeding \$450 Million of General Obligation

Bonds of Richland County. Payable from the Special Sales and Use Tax described in Question 1, above. Maturing over a period, not exceeding 22 years, to fund projects from among the categories in Question 1, above.” Nowhere in the ballot question does it give any timeline, so where did the timeline come from. According to this, the people voted on giving the County the ability to issue bonds throughout the 22-year period.

Mr. Goldsmith stated when the voters approve the issuance of debt that does not last in perpetuity. The law allows you 5-years to issue the debt. The way you can extend that 5-year requirement is to issue a Bond Anticipation Note. That lets you mark your place that you have issued, and met, the 5-year requirement. Currently, there is an outstanding Bond Anticipation Note in the amount of \$175M that matures at the end of February. That is what has gotten us to this point where we need a decision on how to treat the \$175M. You have the three (3) options that we have discussed: pay it off with cash, borrow \$175M again, or the hybrid approach to use \$50M to pay the BAN down, and issue a \$150M bond. If the answer of any of those is, we want to do a borrowing; the next question is what the Administrator referenced. Do we do a long-term bond issue going out to 2029, or do we just roll the BAN one more time. If you took the position that we do not know how quickly we can spend the construction money, and we do not know the construction schedule and we want to wait a year, you could roll the BAN one more time. We would be back before you this time next year, with the same question. Unfortunately, you have paid the issuance costs, the legal fees, the credit rating agencies, and First Tryon’s fees to do that. The good news is that interest rates are low. You would probably be borrowing at 1.25%, and the money you would have invested is earning a good interest rate, maybe even higher than the 1.25%. If you decide to do all cash, which is pay off the BAN, when it matures in February, we think that forecloses the ability to come back and do a borrowing later because now you have tripped up on the 5-year test.

Ms. McBride inquired, if we roll the BAN, with administrative and legal costs, how does that compare to the recommendation from the Transportation Department for costs.

Mr. Goldsmith stated the cost of issuance, the legal and rating agency fees, which equates to approximately \$200,000 - \$300,000. You would have to pay that to the BAN, and you would have to pay it again, if you did a borrowing in the future. The other thing is, if you wanted to do a borrowing a year from now, when the BAN matures, we do not know where interest rates will be. Similarly, we do not know where construction costs will be either.

Mr. Smith stated, he spoke with the Finance Director, who indicated there was a 5-year requirement in State law. He is not familiar with that statute, so they are currently trying to locate that particular statute. Apparently, it is not in the referendum itself, but has to do with the timeframe that is in State law.

Mr. Malinowski stated, for clarification, he thought it was against the law to invest the money, and earn a higher percentage.

Mr. Goldsmith stated Mr. Malinowski was correct. You can earn up to the arbitrage yield on the bond. You cannot do the positive arbitrage, but you can get back to a neutral cost.

Ms. Newton stated, for clarification, if we were to do a rollover, it incurs some costs. From a fee perspective, we are not necessarily paying higher fees, at this point, than if we pursued any of the other options. In terms of doing the rollover, the rollover would potentially allow us to use the pay as you go model over the next year, and then reevaluate another year from now, if we in fact needed those funds or not.

Mr. Goldsmith responded in the affirmative.

Ms. Newton stated we incur fees either way, but we preserve our ability to bond, in the future, if we so chose. Essentially, it delays the borrowing and gives us the option to do it later, but it would give us the opportunity to continue to operate now.

Mr. Goldsmith stated, if you decide to do the borrowing later, you have paid double the issuance costs because you paid the issuance for today, and to do a borrowing a year from now.

Ms. Newton stated that presumes we would eventually do a BAN, and she would hypothesize, if we did the year's pay as you go, we would have a model that would not require that. She understands that we have to make decisions to move forward. She was under the impression whether we issued a new BAN or rolled this BAN over; it would require action by Council in December.

Mr. Brown stated December is going to be our "bump up against the wall" deadline.

Ms. Newton inquired if this requires three (3) readings and a public hearing, or is it simply we vote and we are able to move forward with whatever option we chose.

Mr. Brown stated he is not aware that it requires three (3) readings and public hearing.

Mr. Goldsmith confirmed that it does not require three (3) readings and a public hearing.

Ms. Newton inquired, regarding the models that are before us, what would be the implications if we decided to do either pay as you go or rolling the BAN over. It is her understanding, Mr. Niermeier would have to go back and change the assumptions to move forward with the projects.

Mr. Niermeier responded in the affirmative.

Mr. Goldsmith stated if we were going to wait until the December meeting, he would encourage us to start preparing, as though we were going to be doing a borrowing. We can stop it, but he is mindful that we have to get it sold and closed by February, so we do not default on the existing BAN.

Mr. Manning inquired if bond counsel could answer the question on whether the 5-year requirement is in the referendum or State law.

Mr. Smith stated it is covered in Sec. 4-15-30 of the SC Code of Laws, and says, "The authorities of a county may issue general obligation bonds of the county to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional debt limit, if: (2) the bonds are issued within five years following the holding of the election. (C) The five year period required in (A)(2) of this section is tolled while litigation contesting the validity of the election is pending." If you recall, there was a challenge to the Penny Sales Tax that was contested. It is his understanding, from the Finance Director, that gave us an extra six months.

Ms. Dickerson stated, for clarification, the cash payment would be based on how the funds are collected. She stated we have some projects that are \$200M, and we only collect \$150M, we are going to be short \$50M.

Mr. Manning stated State law says 5-years after the election, and the Finance Director reminded us there was a 6-month extension. He stated, according to his math, the bond issuance should have taken place in 2018, in order to meet the 5-year requirement.

Mr. Goldsmith stated you met the 5-year test because you issued the Bond Anticipation Note.

Mr. Manning stated, for clarification, all the discussion about 5 years really does not matter.

Mr. Goldsmith responded you can go from the Bond Anticipation Note seamlessly into the bond, and you will meet the 5-year test. If we pay off the BAN, then those bonds you would later issue do not meet the test because you have a gap. If you think you want the bonding capacity, you cannot pay off the BANs, and then later issue bonds. If you roll the BAN, and continue to roll the BAN, you can issue the bond, in the future.

Ms. Myers stated she is all for spending the referendum amount on the roads. Since we will never have more to spend on roads, than the referendum amount, because that is the rule. It just seems we are consistently putting the cart before the horse. If we had a plan for exactly what we could do, and want to do, then we would know how much money is needed. In this context, we are saying, "let's go get some money" and then we will figure out what we are going to do. It seems to her, the urgent need is to figure out what we are going to spend, on what projects. Which projects we are going to go over the referendum amount on, and figure out how to do it. Which ones we are going to reorganize and have the real conversation about the Penny, and then figure out the money.

Mr. Jackson inquired, if we pay off the BAN, how much cash we will have left on hand.

Mr. Niermeier stated approximately \$25M.

Ms. Myers stated she is a little bit frustrated because she understands math, but this is not a math question. This is a priorities question. It is a what are we going to do. What projects in the referendum are our priorities, year by year? That drives the math. The math does not drive it. We are doing it the backwards way. She understands if we pay down the BAN, which we have to do, we have \$25M, and that is not enough to do what we need to do. Guess what, it might be enough if we did what we needed to do. If we would get the schedule of what we want to do, when, and how much it is going to cost, there might be people like her that would vote for a BAN, or a bond. Right now, we do not have an accurate schedule. We have yet to say, in the next 5 years, this is the County's plan. We are working off a legacy plan that both the Administrator and Mr. Niermeier have conceded is not likely accurate, and needs refinement. She is begging for that refinement, so we can figure out how much money we need.

Mr. Jackson made a second substitute motion, seconded by Mr. Manning, to roll the BAN forward.

Ms. Dickerson stated if we roll the BAN forward that means it is still alive, in case we need it.

Mr. Brown stated you are reserving your option for a year, so you cannot do anything before that time, without a financial penalty.

Mr. Malinowski inquired about the approximate cost to keep the BAN alive.

Mr. Goldsmith stated it would be 1.25%, in terms of interest rate.

Ms. Newton stated, for clarification, with the rollover option, while it does preserve our option to borrow in the future, those monies are not actually available now, and so they could not be spent or spent down.

Mr. Goldsmith stated they could be spent down.

Mr. Walker stated, in the spirit of progressing this program forward, in the most efficient, effective and proper way, he inquired if there was an option to roll a portion of an existing BAN. In other words, we have heard the option to roll the \$175M, which maintains our borrowing integrity for an additional 12 months. There are fees associated with that. He understands the offset on the interest is the arbitrage. If we were to roll a portion of the BAN, as opposed to the full \$175M, would there a significant delta in fees, or is it the same regardless of the amount.

Mr. Goldsmith stated the fees would not be significantly lower.

In Favor: Jackson, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Terracio, Malinowski, Newton, Myers and Walker

The vote was in favor.

21. **OTHER ITEMS**

- a. Tree Canopy Mapping Grant – Mr. Voignier stated this item is being moved forward on behalf of the Conservation Commission. The Conservation Commission is recommending approval to submit a letter of intent for a grant from the Green Infrastructure Center and South Carolina Forestry Commission for tree canopy mapping and a planting strategy.

Ms. Myers moved, seconded by Ms. Dickerson, to approve the Conservation Commission's recommendation.

Mr. Malinowski stated if they voted unanimously for this approval at their meeting on October 21st, why was this not at the last Council meeting.

Mr. Voignier stated, as he understands it, there were several revisions and reviews that needed to be done, which prevented it from being on the previous Council agenda.

Mr. Malinowski stated p. 268 of the agenda shows a letter dated November 6, 2019, and indicates it has already gone forward and is signed by the Conservation Commission. The last paragraph, of the letter, starts out, "We look forward to partnering with the GIC to set strategic goals for our County's forest." It looks to him like this is a done deal, and has been sent.

Mr. Voignier stated this is a proposed letter of intent.

Mr. Malinowski stated he would like to know if anybody ever went back and looked up if Richland County has done anything previously because on June 5, 2012 the D&S Committee directed staff to gather all existing information from GIS, DNR and Forestry Commission resources about the existing tree cover in Richland County, in order to see what information was presently available.

Mr. Voignier stated he did not have the answer.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 057-17HR

2018 MAR 28 PM 3:31
JEANETTE
C.C.P.
RICHLAND COUNTY
FILED

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF \$250,000,000 GENERAL OBLIGATION BONDS, WITH AN APPROPRIATE SERIES DESIGNATION AND \$250,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2018, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DIRECTING THE COUNTY ADMINISTRATOR TO TAKE CERTAIN ACTIONS RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Pursuant to the authority 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 1. Findings and Determinations. The County Council (the "County Council") for Richland County, South Carolina (the "County"), hereby finds and determines:

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

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

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

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

(e) Pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, a referendum (the "Referendum") was held in the County on November 6, 2017, in which the following questions were submitted to the qualified electors of the County:

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Richland County, South Carolina (the "County") for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first. The sales tax revenue will be used to pay the costs of administrative expenses and the following projects:

- Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.
Amount: \$656,020,644
- Project 2: Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.
Amount: \$300,991,000
- Project 3: Improvements to pedestrian sidewalks, bike paths, intersections and greenways.
Amount: \$80,888,356

YES

BOOK 17 ... PAGE 268

NO

QUESTION 2

I approve the issuance of not exceeding \$450,000,000 of general obligation bonds of Richland County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-two (22) years, to fund projects from among the categories described in Question 1 above.

YES

NO

The Referendum was duly conducted and a majority of the qualified electors of the County voted in favor of the imposition of the sales and use tax (the "Sales and Use Tax") and the issuance of the general obligation bonds (the "Bonds") within five years of the date of the Referendum (the "Issuance Deadline").

(f) Pursuant to Section 4-37-30 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. 039-12HR and the successful results of the Referendum, the Sales and Use Tax was imposed in the County on May 1, 2013.

(g) The results of the Referendum were challenged in *Letts v. Richland County et al*, Appellate Case No. 2017-213679, which was decided in favor of the County by an Order of the South Carolina Supreme Court dated March 21, 2013. Pursuant to Section 4-15-30 of the Code of Laws of South Carolina, 1976, as amended, the requirement for issuing the full principal amount of referendum-approved bonds by the Issuance Deadline is tolled while litigation contesting the validity of a referendum is pending; therefore, the Issuance Deadline for the Bonds is March 20, 2018.

(h) Pursuant to the Referendum question, after deducting administrative expenses and the amount of \$300,991,000 committed to the continued operation of mass transit services, the total of \$736,909,000 or 71% of the proceeds of the Sales and Use Tax is available for debt service on the Bonds (the "Available Revenue").

(i) The Available Revenue is pledged for the payment of the Bonds. In addition, because the Bonds also constitute general obligation bonds of the County, the full faith credit and taxing power of the County are also pledged to the payment of any principal and interest due on any Bonds. Accordingly, the County Council has been advised that if, for any reason, the Available Revenues become unavailable or are insufficient to pay the debt service on any of the Bonds as they become due, then the County Auditor would be required to levy, and the County Treasurer would be required to collect, sufficient millage as would be required to pay the debt service on any of the Bonds as they become due.

(j) The County is currently a party in two litigation matters relating to various aspects of its utilization of the Sales and Use Tax: *Richland County, South Carolina vs. The South Carolina Department of Revenue and Richard Reams, III in his official capacity as its Director, Case No. 2016-CP-40-3102* (the "DOR Matter") and *South Carolina Public Interest Foundation, Edward D. Sloan, Jr., and William B. DePass, Jr., individually, and on behalf of others similarly situated vs. Richland County Council, Case No. 2016-CP-40-2875* (the "Depass Matter," and together with the DOR Matter, "the Litigation"). Council has been advised that the issues raised in the Litigation do not challenge:

- (i) the validity of the Referendum;
- (ii) the County's authority to issue the Bonds;
- (iii) the County's authority to use proceeds from the Sales and Use Tax, the Available Revenues or the proceeds of the Bonds to pay for capital projects approved in the Referendum as follows (the "Capital Projects"):

Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.
Amount: \$656,020,644

(k) Pursuant to a Resolution adopted by the County Council on November 13, 2017, the County has adopted Written Procedures Related to Tax-Exempt Debt.

(l) Pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended ("Title 11, Chapter 17"), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds. Such provisions also provide that if any approval be necessary prior to the issuance of bonds by the county, the county must obtain the same approval prior to the issuance of temporary financing provided therein. In addition, Title 11, Chapter 17, provides that whenever, after the issuance of general obligation bond anticipation notes, it becomes necessary to determine whether or not general obligation bonds issued to provide funds with which to pay such notes (or any notes refunding such notes) have been issued within any time limitation prescribed therefor or in obedience to any condition imposed by law, the date of the issuance of the original notes shall be used for the purposes of such determination.

(m) It is in the best interest of the County for the County Council to provide for the issuance and sale of \$250,000,000 General Obligation Bonds, with an appropriate series designation (the "Bonds") to retire the Notes and to pay costs of issuance of the Bonds. The County Council is advised that the authorization to issue the remaining \$200,000,000 of Bonds will lapse on March 20, 2018.

(n) Pending the issuance and sale of general obligation bonds, it is in the best interest of the County for the County Council to provide for the issuance and sale of \$250,000,000 General Obligation Bond Anticipation Notes, Series 2018 (the "Notes") for the purposes of funding a portion of the Capital Projects and to pay costs of the issuance of the Notes in anticipation of the issuance of the Bonds of the County and the receipt of the proceeds thereof.

SECTION 2. Direction Relating to the Issuance of the General Obligation Bond Anticipation Notes.

Pursuant to Title 11, Chapter 17, pending the issuance of the Bonds, County Council hereby authorizes and directs the issuance of the Notes for the purposes set forth in Section 1(e) herein and for costs of issuance of the Notes.

For the payment of principal of and interest on the Notes as they respectfully mature, there is hereby pledged the proceeds of the Bonds and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefore, including Available Revenues, for the payment of the principal of and interest on the Notes.

County Council hereby directs the County Administrator or his lawfully-authorized designee with respect to the Notes: (a) to determine the date, time and method of sale of the Notes; (b) to determine the maturity date and redemption provisions of the Notes; (c) to determine the Registrar/Paying Agent for the Notes; (d) to receive bids on behalf of the County Council; (e) to award the sale of the Notes to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Notes; and (f) to determine such other details of the Notes as may be deemed advisable. The sale of the Notes shall take place no later than February 20, 2018, and the closing of the Notes will be no later than March 15, 2018.

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

The County instituted the DOR Matter in response to a threat by the then Director of the South Carolina Department of Revenue (the "SCDOR") that the proceeds of the Sales and Use Tax would be withheld from the County beginning July 1, 2015. The County's Complaint against the SCDOR included many allegations and requests for relief among which was a Petition for a Writ of Mandamus requiring the SCDOR to transmit the Sales and Use Tax revenue without any interruption. In an Order dated August 2, 2016, in the DOR Matter, the County's request for a Writ of Mandamus was granted among other relief, which Order is currently on appeal and under advisement by the Supreme Court.

The proceeds of the Notes after payment of costs of issuance shall be held by the County Treasurer in a separate account and shall not be expended until such time as County Council adopts a resolution authorizing the release and expenditure of the Notes proceeds. Proceeds will only be spent pursuant to and in a manner consistent with a legally-authorized budget presented by the County Administrator and approved by County Council pursuant to Sections 1(c) and 3(b) of Ordinance No. 039-12HR.

The County Council at its discretion may choose to renew the Notes by adopting a Resolution incorporating the terms of this Ordinance.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued the Bonds to retire any BANs outstanding at the time of the issuance of the Bonds and to pay costs of issuance of the Bonds. The sale of the Bonds shall take place on a date that allows sufficient time to retire the notes outstanding at the time of the issuance of the Bonds.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator of the County (the "Administrator") at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator; provided, however, the Administrator is directed to structure the repayment of the Bonds so as to insure that all debt service on the Bonds can be paid in full from Available Revenues.

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

SECTION 4. Direction Relating to the Bonds. County Council hereby directs the Administrator or his lawfully-authorized designee with respect to the Bonds: (a) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) to determine the Registrar/Paying Agent for the bonds; (e) to receive bids on behalf of the County Council; and (f) to award the sale of the Bonds to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Bonds.

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

SECTION 5. Registration, Transfer and Exchange of Notes and Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Notes and 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 Notes and Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

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

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 7. Mutilation, Loss, Theft or Destruction of Notes or Bonds. In case any Note or Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Note or Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Note or 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 Note or Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Note or Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Note or Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Note or Bond or in substitution for any allegedly lost, stolen or wholly destroyed Note or Bond shall be entitled to the identical benefits under this Ordinance as was the original Note or Bond in lieu of which such duplicate Note or Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Notes or Bonds of the same series issued hereunder.

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

SECTION 8. Execution of Notes and Bonds. The Notes and Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Notes and Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Notes and Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Note or Bond shall bear a certificate of authentication manually executed by the Registrar.

SECTION 9. Form of Notes and Bonds. The Notes and Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 10. Security for Bonds. A sufficient amount of the Available Revenue received by the County from the Sales and Use Tax is pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and shall be set aside in a separate sinking fund created for the deposit of sufficient amounts of Available Revenues. A sufficient amount of the Available Revenue required to pay the principal and interest on the Bonds for upcoming fiscal year shall be transferred to or set in the sinking fund by no later than June 30 of each fiscal year.

Also, the full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefore. Only in the event there are insufficient Available Revenues available to pay debt service on the Bonds, there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County may, at its discretion, establish a debt service reserve fund to be funded with cash or a surety bond or letter of credit from a financial institution which is rated in one of the two highest rating categories by two national rating agencies, to be held by the County Treasurer or a third-party fiduciary. The amounts available in the debt service reserve fund, if any, will be utilized only in the event there are insufficient Available Revenues available to pay debt service on the Bonds, thereby eliminating the need to levy and collect taxes as set forth above.

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

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

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

"Government Obligations" shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series ("SLGS");
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the S. C. Code as such as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

SECTION 17. Continuing Disclosure. In compliance with the Rule, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit C to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds. Any premium related to the Bonds shall be placed in the sinking fund established pursuant to Section 4-15-150 of the S.C. Code; and the balance of the proceeds shall be applied to the retirement of any outstanding Notes at the time of the issuance of the Bonds and the costs and expenses of issuing the Bonds.

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

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 of the Internal Revenue Code of 1986, as amended (the "IRC"), to reimburse the County from the proceeds of the Notes or Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Notes or Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Capital Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Capital Projects will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Notes or Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Notes or Bonds to become includable in the gross income of the Bondholders or Noteholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Notes or Bonds. The County further covenants and agrees with the holders of the Notes or Bonds that no use of the proceeds of the Notes or Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be (a) "private activity bonds," as defined in Section 141 of the IRC; (b) "arbitrage bonds," as defined in Section 148 of the IRC, or (c) bonds that do not comply with the "hedge bonds" requirements contained in Section 149(g) of the IRC. To that end, the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC (including, but not limited to, satisfying one or more of the requirements of Sections 149(g)(1), 149(g)(3)(A) and 149(g)(3)(B) of the IRC) and any regulations promulgated thereunder so long as the Bonds are outstanding;

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

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

SECTION 22. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 23. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC as Co-Bond Counsel, Parker, Poe, Adams & Bernstein LLP, as Disclosure Counsel and Southern Municipal Advisors, Inc., as Municipal Advisor, in connection with the issuance of the Bonds. The County Attorney may select additional co-counsels to provide services in connection with the issuance of the Bonds. In the event a debt service reserve fund is established for the Bonds, the County Administrator is authorized and directed to engage the services of a third-party fiduciary, if advisable. The County Administrator is authorized and directed to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

SECTION 24. Repeal of Ordinance. The County Council hereby repeals Ordinance No. 038-13HR enacted on July 16, 2013, in its entirety.

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

[Signature Page Follows]

Enacted this ___ day of _____, 20__.

RICHLAND COUNTY, SOUTH CAROLINA

By: Joyce Dickerson
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS 13 DAY OF
February, 2018:

Michelle Orley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Elizabeth J. M.

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

Date of First Reading: November 7, 2017
Date of Second Reading: November 14, 2017
Date of Public Hearing: December 12, 2017
Date of Third Reading:

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
GENERAL OBLIGATION BONDS, SERIES _____

No. R-

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

Signature Page to Ordinance No. _____

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

A sufficient amount of the Available Revenue (as defined in the ordinance authorizing the Bonds) received by the County from the Sales and Use Tax (as defined in the ordinance authorizing the Bonds) is pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor (the "Pledged Revenues"). Also, the full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; the results of a successful referendum; and Ordinance No. _____ duly enacted by the County Council on _____, 201__.

[Redemption Provisions]

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

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

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

RICHLAND COUNTY, SOUTH CAROLINA
[Signature]
Chair, County Council

(SEAL)
ATTEST:

[Signature]
Interim Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

_____ (State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)
the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

_____ Signature Guaranteed:

_____ (Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: Michelle Ozley
Interim Clerk, County Council

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION NOTE
SERIES _____

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") hereby acknowledges itself indebted, and for value received promises to pay to the registered owner hereof, the principal sum of _____ Dollars (\$ _____) at the principal office of _____, in the City of _____, State of _____ on the ___ day of _____, 2019, and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on said principal sum from the date hereof, at the rate of _____%, payable upon the maturity of this note. This note 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 represents a series of general obligation bond anticipation notes (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 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 15 of the Constitution of the State of South Carolina, 1895, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; Title 4, Chapter 71, Code of Laws of South Carolina, 1976, as amended, the successful results of a referendum; and an Ordinance No. _____ duly enacted by County Council on _____.

2017 (the "Ordinance"). The proceeds to be derived from the sale of bonds are irrevocably pledged for the payment of the principal of and interest on the Notes.

The Notes are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Ordinance. One certificate registered in the name of the Securities Depository Nominee is being issued and is required to be deposited with the Securities Depository. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes 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 on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its Participants.

_____ as Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of the Notes, as the owner of the Notes for all purposes, including payments of principal of and redemption premium, if any, and interest on the Notes, 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 Notes by Participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The County and Registrar/Paying Agent will not be responsible or liable for such transfers of payment 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 the Notes, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on the Notes shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.


This note and the interest hereon are exempt from all State, county, municipal, 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 on this note 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, 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 with the signature of the Chair of the County Council, attested by the signature of the Interim Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)


Chair, County Council

ATTEST:


Interim Clerk to County Council

[FORM OF REGISTRAR/PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

[REGISTRAR/PAYING AGENT] as Registrar/Paying Agent

By: _____
Authorized Officer

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

- | | | |
|-----------|--------------------------------------------------------------------------|----------------------------------------------------|
| TEN COM - | as tenants in common | UNIF GIFT MIN ACT - |
| TEN ENT - | as tenants by the entireties | _____ Custodian _____
(Cust) (Minor) |
| JT TEN - | as joint tenants with right of survivorship and not as tenants in common | under Uniform Gifts to Minors Act _____
(state) |

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

(FORM OF ASSIGNMENT)

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

(Name and Address of Transferee)

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

Dated: _____

Signature Guaranteed

(Authorized Officer)

Signature must be guaranteed by a participant in the Securities Transfer Agent Medallions Program (STAMP)

Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever

EXHIBIT B

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2019, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds of the County (the "Bonds").

Bids: Electronic proposals must be submitted through i Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849 5021.

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

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2019; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------	-------------	-------------------------

The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent. [TO BE PROVIDED]

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

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

Security: A sufficient amount of the Available Revenue (as defined in the ordinance authorizing the Bonds) received by the County from the Sales and Use Tax is pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor (the "Pledged Revenues"). Also, the full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

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

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

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

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about _____, 2019, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, 17th Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: theizer@mcnair.net.

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF SALE

NOTICE OF SALE
 \$ _____ GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES _____
 OF RICHLAND COUNTY, SOUTH CAROLINA

Electronic bids for the purchase of all but not part of the above notes (the "Notes") will be received by Richland County, South Carolina (the "County"), in the case of sealed and facsimile bids, at the offices of the County Administrator, 2020 Hampton Street, Columbia, South Carolina, and in the case of electronic bids, via PARITY (as explained below) until _____ (Eastern Time) on _____, _____, 2018.

BID SUBMISSION: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 404-8102. The County, McNair Law Firm, P.A. and Southwest Securities, Inc. shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

GOOD FAITH DEPOSIT: No good faith deposit will be required.

NOTE DETAILS: The Notes will be issued in book-entry form in the denomination of \$5,000 or any integral multiple thereof. The Notes will be dated as of _____, 2018, the expected date of delivery, and due on _____, 2019. Interest, calculated on the basis of a 360-day year of twelve 30-day months, will be payable at maturity on _____, 2019.

REDEMPTION PROVISIONS: The Notes are not subject to optional redemption prior to maturity.

RATINGS: Moody's and S&P ratings have been applied for.

INTEREST RATES: Bidders must specify the fixed rate of interest the Notes shall bear according to the following restrictions: (a) the interest rate may not exceed _____ and (b) the interest rate specified must be a multiple of 1/100th of one percent.

REGISTRAR/PAYING AGENT: [TO BE PROVIDED]

BASIS OF AWARD: The Notes will be awarded to the responsive bidder whose bid results in the lowest NET INTEREST COST (the "NIC") to the County. The NIC will be calculated as the total interest from _____, 2018 to _____, 2019, minus any premium. If two or more bids provide for the same lowest NIC, the County shall award the bid to the bidder whose bid is in the best interest of the County to be determined by the County in its sole discretion, and such determination shall be final. Any bid for less than par will be rejected. The County reserves the right to reject any and all bids and to waive informalities in any or all bids.

In order to calculate the yield on the Notes for federal tax law purposes and as a condition precedent to the award of the Notes, the successful bidder will be required to disclose to the County the price (or yield to maturity) at which the Notes will be reoffered to the public.

The Notes will be awarded or all bids will be rejected by no later than 2:00 P.M. (Eastern Time) on the day bids are opened, _____, 2018.

SECURITY: The full faith, credit and taxing power of the County and the proceeds derived from the sale of bonds are pledged to the payment of the principal of and interest on the Notes.

AUTHORIZATION: The Notes are being issued pursuant to Article X, Section 15 of the Constitution of the State of South Carolina, Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, the favorable results of a referendum, and Ordinance No. _____ duly enacted by County Council on _____, 201____.

INTEREST AND PRINCIPAL PAYMENTS: Payment of principal of and interest on the Notes will be made directly by the Registrar/Paying Agent to Cede & Co., as the registered owner of the Notes and nominee for The Depository Trust Company ("DTC"), on _____, 2018, in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Notes, but neither the failure to print such numbers on the Notes nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Notes.

DELIVERY AND PAYMENT: Delivery of the properly executed Notes is expected to be made through DTC on or about _____, 2018. Payment for the Notes shall be made in immediately available funds.

OFFICIAL STATEMENT: The Preliminary Official Statement, dated _____, 2018, has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with the Rule.

LEGAL OPINION AND CLOSING CERTIFICATES: The County will furnish upon delivery of the Notes: a Receipt for the Notes; a Signature and No-Litigation Certificate; a Rule 15c2-12 Certificate; a Federal Tax Certificate, and the approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, as Bond Counsel, all without cost to the purchasers.

INFORMATION FROM PURCHASER: At or before delivery, the purchaser of the Notes shall provide a certificate to the County in a form acceptable to Bond Counsel stating the information necessary to enable the County to determine the issue price of the Notes as defined in Section 1273 or 1274 of the Internal Revenue Code of 1986, as amended.

ADDITIONAL INFORMATION: The Preliminary Official Statement, Official Notice of Sale and Official Bid Form of the County with respect to the Notes are available via the internet at <http://www.l-dealprospectus.com> and will be furnished to any person interested in bidding for the Notes upon request to Francenia B. Heizer, McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Notes. For additional information, please contact the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, telephone (803) 799-9800, e-mail: fheizer@mcnair.net

EXHIBIT C

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as _____, _____, is executed and delivered by Richland County, South Carolina (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the [Bonds/Notes] (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted

accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

["Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.]

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the [Bonds] [Notes] and the 9-digit CUSIP numbers for all [Bonds][Notes] to which the document applies.

"Disclosure Representative" means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any [Bonds] [Notes] (including persons holding [Bonds] [Notes] through nominees, depositories or other intermediaries) or (b) treated as the owner of any [Bonds][Notes] for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

["Notes" means the bond anticipation notes as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.]

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the [Bonds][Notes] (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the [Bonds][Notes], as listed on Appendix A.

"Trustee" means the institution, if any, identified as such in the document under which the [Bonds][Notes] were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending [June 30, 2018][June 30, 2019]. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. on the first business day following the Annual Filing Date for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

“Unscheduled draws on debt service reserves reflecting financial difficulties;”

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

“Substitution of credit or liquidity providers, or their failure to perform;”

“Adverse tax opinions, IRS notices or events affecting the tax status of the security;”

“Modifications to rights of securities holders, if material;”

“Bond calls, if material;”

“Defeasances;”

“Release, substitution, or sale of property securing repayment of the securities, if material;”

“Rating changes;”

“Tender offers;”

“Bankruptcy, insolvency, receivership or similar event of the obligated person;”

“Merger, consolidation, or acquisition of the obligated person, if material;” and

“Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”

- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. “amendment to continuing disclosure undertaking;”
 2. “change in obligated person;”
 3. “notice to investors pursuant to bond documents;”
 4. “certain communications from the Internal Revenue Service;”
 5. “secondary market purchases;”
 6. “bid for auction rate or other securities;”
 7. “capital or other financing plan;”
 8. “litigation/enforcement action;”
 9. “change of tender agent, remarketing agent, or other on-going party;”
 10. “derivative or other similar transaction;” and
 11. “other event-based disclosures;”
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"
2. "change in fiscal year/timing of annual disclosure;"
3. "change in accounting standard;"
4. "interim/additional financial information/operating data;"
5. "budget;"
6. "investment/debt/financial policy;"
7. "information provided to rating agency, credit/liquidity provider or other third party;"
8. "consultant reports;" and
9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer's audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: [TO BE PROVIDED]. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as

defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the [Bonds][Notes] constitutes a Notice Event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the [Bonds][Notes], or other material events affecting the tax status of the [Bonds][Notes];
- vii. Modifications to rights of [Bond][Note] holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the [Bonds][Notes], if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- xiii. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the [Bonds][Notes] and the 9-digit CUSIP numbers for the [Bonds][Notes] as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been

instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the [Bonds][Notes] upon the legal defeasance, prior redemption or payment in full of all of the [Bonds][Notes], when the Issuer is no longer an obligated person with respect to the [Bonds][Notes], or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the [Bonds][Notes]. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the [Bonds][Notes] or under any other document relating to the [Bonds][Notes], and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the [Bonds][Notes] or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the [Bonds][Notes].

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the [Bonds][Notes] and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

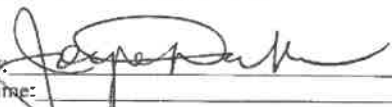
SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the [Bonds][Notes], the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the [Bonds][Notes], and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: 
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF [NOTES] BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named [Bonds][Notes] as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

cc:

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

____ Description of Notice Events (Check One):

- 1. ____ "Principal and interest payment delinquencies;"
- 2. ____ "Non-Payment related defaults, if material;"
- 3. ____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
- 4. ____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
- 5. ____ "Substitution of credit or liquidity providers, or their failure to perform;"
- 6. ____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
- 7. ____ "Modifications to rights of securities holders, if material;"
- 8. ____ "Bond calls, if material;"
- 9. ____ "Defeasances;"
- 10. ____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
- 11. ____ "Rating changes;"
- 12. ____ "Tender offers;"
- 13. ____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
- 14. ____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
- 15. ____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

- 1. _____ "amendment to continuing disclosure undertaking;"
- 2. _____ "change in obligated person;"
- 3. _____ "notice to investors pursuant to bond documents;"
- 4. _____ "certain communications from the Internal Revenue Service;"
- 5. _____ "secondary market purchases;"
- 6. _____ "bid for auction rate or other securities;"
- 7. _____ "capital or other financing plan;"
- 8. _____ "litigation/enforcement action;"
- 9. _____ "change of tender agent, remarketing agent, or other on-going party;"
- 10. _____ "derivative or other similar transaction;" and
- 11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

- 1. ____ "quarterly/monthly financial information;"
- 2. ____ "change in fiscal year/timing of annual disclosure;"
- 3. ____ "change in accounting standard;"
- 4. ____ "interim/additional financial information/operating data;"
- 5. ____ "budget;"
- 6. ____ "investment/debt/financial policy;"
- 7. ____ "information provided to rating agency, credit/liquidity provider or other third party;"
- 8. ____ "consultant reports;" and
- 9. ____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT D

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, _____, 2017, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an ordinance (the "Ordinance") providing for the issuance and sale of not to exceed \$250,000,000 General Obligation Bonds, Series 2018 (the "Bonds") of the County, the proceeds of which will be used for: (i) funding the projects approved in the referendum held in the County on November 6, 2012, imposing a one percent (1%) sales and use tax (the "Sales and Use Tax"), (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

A sufficient amount of the Available Revenue (defined in the Ordinance) received by the County from the Sales and Use Tax is pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Also, the full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. Only in the event there are insufficient Available Revenues from the Sales and Use Tax available to pay debt service on the Bonds, there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax,

without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

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

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$175,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2020, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, a successful referendum (the "Referendum") was held in Richland County, South Carolina (the "County"), on November 6, 2012, imposing a special sales and use tax (the "Penny Tax") in the amount of one percent (1%) in the County for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first and authorizing the issuance and sale of not exceeding \$450,000,000 of general obligation bonds, payable from the Penny Tax; and

WHEREAS, pursuant to Ordinance No. 057-17HR duly enacted by County Council on December 12, 2017 (the "Bond Ordinance"), County Council authorized the issuance and sale of \$250,000,000 General Obligation Bonds or Bond Anticipation Notes, with an Appropriate Series Designation; and

WHEREAS, pursuant to the Bond Ordinance and a Resolution approved by the County Council on December 11, 2018, on February 27, 2019, the County issued its \$175,000,000 General Obligation Bond Anticipation Notes, Series 2019 (the "2019 BANS"), which mature on February 27, 2020; and

WHEREAS, the Bond Ordinance provides that County Council may authorize the issuance of a new series of bond anticipation notes through the adoption of a Resolution incorporating the terms of the Bond Ordinance.

NOW, THEREFORE, 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 RESOLVED BY RICHLAND COUNTY COUNCIL:

Section 1. Authorization of Notes. Pending the issuance and sale of the general obligation bonds authorized in the Bond Ordinance and pursuant to the terms of the Bond Ordinance, there is hereby authorized to be issued not to exceed \$175,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, to be designated "(amount issued) General Obligation Bond Anticipation Notes, Series 2020, of Richland County, South Carolina" (the "Notes").

Section 2. Use of Proceeds of Notes. The proceeds of the Notes, after the payment of the costs of issuance of the Notes, together with Available Revenues (as defined in the Bond Ordinance) if necessary shall be used to pay principal and interest on the 2019 BANS on their maturity date.

Section 3. Directions Related to the Issuance of the Notes. County Council hereby directs the County Administrator or his lawfully authorized designee with respect to the Notes: (a) to determine the par amount of the Notes; (b) to determine the date, time and method of sale of the Notes; (c) to determine the maturity date and redemption provisions of the Notes; (d) to determine the Registrar/Paying Agent for

the Notes; (e) to receive bids on behalf of County Council; (f) to award the sale of the Notes to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Notes; and (g) to determine such other details of the Notes as may be deemed advisable. The sale of the Notes shall take place on or about February 11, 2020, and the closing shall be no later than February 27, 2020.

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

Section 4. Security for the Notes. For the payment of principal of and interest on the Notes as they respectfully mature, there is hereby pledged the proceeds of the Bonds (as defined in the Bond Ordinance), Available Revenues and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefor.

Section 5. Incorporation of Terms of Bond Ordinance. All remaining relevant terms and provisions of the Bond Ordinance are incorporated herein by reference including the Exhibits thereto.

[Signatures follow]

Enacted this _____ day of December, 2019.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF DECEMBER, 2019

Kimberly Williams-Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion

RICHLAND COUNTY, SOUTH CAROLINA
 General Obligation Bonds, Series 2021
 (Transportation Sales and Use Tax)

FINANCING SCHEDULE

Dec-20							Jan-21							Feb-21						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24/31	25	26	27	28	29	30	28						

DATE	TASK	RESPONSIBILITY
November 19	Transportation Committee Meeting – Review Plan of Finance	County / BC / FA
December 8	County Council Meeting – Adopt Resolution	County / BC
By December 11	Distribute Draft of POS	BC
Week of December 14	Working Group Call to Review POS	Working Group
January 8	Distribute Revised Draft of POS / Draft of NOS Send Documents to Rating Agencies	BC FA
By January 15	Comments Due on POS	Working Group
Week of January 18	Rating Agency Calls (if needed)	Working Group
January 20	Distribute Revised Draft of POS / NOS	BC
January 27	Receive Ratings	Working Group
January 28	Final Comments / Sign-Off on POS	Working Group
January 29	Post POS	BC
February 9	Pricing	Working Group
Week of February 15	Distribute Draft of Closing Documents	BC
February 24	Closing	Working Group
February 25	Pay-off 2020 GO BAN	County

RESPONSIBILITY LEGEND:

Role	Entity	Defined
Issuer	Richland County, South Carolina	"County"
Bond/Disclosure Counsel	Parker Poe Adams & Bernstein	"BC"
Financial Advisor	First Tryon Advisors	"FA"