

Open/Close Public Hearings

6. a. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department
- b. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office
- c. FY13 Budget Amendment for Risk Management
- d. Small Local Business Enterprise ("SBLE") Program
- e. An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, in General; Section 21-13, Emergency Maintenance of Roads; So As To Delete Subsection (C) In Its Entirety.

Approval Of Consent Items

7. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office [**THIRD READING**] [**PAGES 28-38**]
8. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department [**THIRD READING**] [**PAGES 39-41**]
9. An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) of Richland County, South Carolina, in an aggregate principal amount of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900); delegating to the County Administrator certain authority related to the bonds; providing for the payment of said bonds; and other matters relating thereto [**THIRD READING**] [**PAGES 42-78**]
10. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$300,000 of General Fund Unassigned Balance for legally obligated claims for the Richland County Risk Management Department [**THIRD READING**] [**PAGES 79-83**]
11. An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-13, Emergency Maintenance of Roads; so as to delete subsection (c) in its entirety [**THIRD READING**] [**PAGES 84-88**]
12. 13-20MA
John Champoux
RU to RS-LD (6.75 Acres)
Knollside Drive
20500-06-18/21 & 20500-04-21 [**SECOND READING**] [**PAGES 89-90**]
13. 13-22MA
Terry Harris

7950 Bluff Rd.
RU to RC (12.79 Acres)
32400-02-25 [SECOND READING] [PAGES 91-92]

14. Department of Public Works Purchase of Small Motor Grader for Asphalt Crew [PAGES 93-95]
15. Department of Public Works Purchase of Volvo G930B Motor Grader for Drainage Division [PAGES 96-100]
16. Review categorizing zoning districts that allows for more "sub-categories" in the various districts and eliminate general categories [PAGES 101-105]
17. Residential Parking Permits in Portions of Olympia and Neighboring Communities [PAGES 106-117]
18. Hold Workshop with SCDOT re: Transportation Penny IGA [PAGES 118-178]
19. 2013 National Aviation Week Proclamation [PAGES 179-182]
20. Staff Recognition for Wellness Efforts [PAGES 183-186]
21. Petition to Close a Portion of Pinner Road [PAGES 187-201]
22. Local Public Agency Administration [PAGES 202-218]
23. Collecting H-Tax at Sponsored Events [PAGES 219-222]
24. Budget Motions List [PAGES 223-225]
25. Inmate Food Service Management Contract [PAGES 226-236]
26. FY14 Airport Master Rate Schedule and Ramp Fee Collection Procedures [PAGES 237-242]
27. Requested Authorization for Negotiation and Award of Fleet Maintenance Contract [PAGES 243-247]
28. Approval of FY 13-14 Budgets within the FY 12-16 Consolidated Plan for Community Development Department Funds [PAGES 248-251]
29. Purchase of Building and Lot for New Blythewood Magistrate District Office [PAGES 252-266]

Third Reading Items

30. An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto -- CMRTA FY14 Budget [PAGES 267-277]

- a. CMRTA IGA [PAGES 278-318]
 - b. CMRTA Resolution [PAGES 329-332]
31. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; so as to abolish the Appearance Commission and to amend the Conservation Commission's responsibilities to include Appearance [PAGES 333-337]

Second Reading Items

32. Small Local Business Enterprise ("SLBE") Program [PAGES 338-359]
33. An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 360-401]
34. Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto [PAGES 402-429]
35. Authorizing the Execution and Delivery of a First Amendment to the Infrastructure Credit Agreement by and among Richland County, South Carolina and Project PT, to provide for an extension of the Special Source Revenue Credit and to apply it to an additional investment commitment and additional job commitment by Project PT; and other matters thereto related [PAGES 430-438]
36. Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for a Fee-in-Lieu of ad valorem taxes; and other related matters [PAGES 439-474]

Report Of Development And Services Committee

37. Sunnyside Drainage Ditch Capital Improvement Project Right of Way Purchase and Transfer [PAGES 475-478]
38. Review Priority Investment Areas in Council District One [PAGES 479-482]

Report Of Economic Development Committee

39. An Ordinance to Amend the Master Agreement Governing the I-77 Corridor Regional Industrial Park to include additional properties [FIRST READING BY TITLE ONLY] [PAGE 484]

Other Items

40. Report of the Hospitality Tax Review Committee:
 - a. Discussion of Items Referred During Budget Process
 - b. Working Definition of Tourist/Tourism
 - c. \$44M in Tourism-Related Projects
 - d. Review of May 13, 2013 Hospitality Tax Committee Memo
 1. Review Current Hospitality Tax Guidelines
 - e. Development of Criteria to Measure Accountability for Oversight Purposes
 - f. Feasibility Studies for Proposed Projects

Citizen's Input

41. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

42. a. To present a resolution to the Richland County Sheriff's Department to acknowledge the Department being a recipient of the prestigious Freedom Award, which will be presented to them in Washington, DC [MALINOWSKI]
- b. Any item on the consent agenda that is deferred should not be placed on the consent agenda when it is again placed on the agenda. The reason for a deferral is usually because additional information is being sought, and the new or added information does not make the matter the same as was previously on the consent agenda [MALINOWSKI]

Adjournment



Special Accommodations and Interpreter Services

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

Regular Session: June 18, 2013 [PAGES 6-19]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
JUNE 18, 2013
6:00 PM**

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

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	Greg Pearce
Member	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Norman Jackson
Member	Damon Jeter
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose
Member	Torrey Rush

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Justine Jones, Amelia Linder, John Hixon, Geo Price, Ismail Ozbek, Tracy Hegler, Annie Caggiano, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:02 p.m.

INVOCATION

The Invocation was given by the Honorable Joyce Dickerson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Joyce Dickerson

APPROVAL OF MINUTES

Regular Session: June 4, 2013 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the minutes as distributed.

Ms. Dixon moved, seconded by Mr. Malinowski, to reconsider the "Report of the Dirt Road Committee" portion of the minutes. The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Jeter recognized that Representative Todd Rutherford was in the audience.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that Blythewood Councilman Ed Garrison was in the audience.

Ms. Dixon moved, seconded by Mr. Jackson, to approve the entire plan for the paving dirt roads as presented by staff. The vote in favor was unanimous.

Recommended Plan for Paving Dirt Roads:

1. Roads with Dedicated Right of Way – There are 50 roads with dedicated right of way. Screening of these roads for eligibility in accordance with County ordinances identified 27 that qualify for paving. The following steps shall be taken to advance these roads to construction:
 - a. Eligible Roads: Enter into a contract for the design and plan preparation, receive construction bids, and award construction contracts. Roads will be designed in accordance with the Richland County Low Volume Traffic Design Manual (LVT Manual).
 - b. Ineligible Roads: Review ineligible roads for possible adjustments or corrective actions that they qualify the roads for paving. It is anticipated that several additional roads may be determined to be eligible for paving.
2. Roads with Prescriptive Right of Way – Roads that have been maintained as a public way for a number of years are deemed to have prescriptive right of way for the width actually maintained. Usually the maintained width of dirt road is not sufficient to allow paving for appropriate land widths and drainage. The following steps will be taken to advance these roads to paving:
 - a. Screen roads for sufficient width for paving in accordance with the LVT Manual. The screening will be done in order of priority ranking within each Council District. Roads found to have sufficient width will be designed and bid for construction.
 - b. For roads without sufficient prescriptive right of way, the County will request property owners to grant right of way to the County by deed or easement. A community outreach program will be initiated to accomplish this. The outreach program will

educate the public and property owners along the unpaved roads regarding the paving program. The elements of the outreach program will include:

1. Send letters to property owners,
 2. Conduct community meetings to meet with property owners to explain the paving program,
 3. Request property owners to sign a statement expressing their willingness to grant the right of way needed for paving their road, and
 4. Make personal contact and/or visit to property owners not willing to grant right of way.
- c. Roads for which all property owners have indicated in writing their willingness to grant right of way will be advanced to design in accordance with the LVT Manual and construction based on the priority ranking within each Council district. If all property owners along a road have not expressed their willingness to grant right of way within 120 days of receiving the initial letter, the road will be removed from consideration for paving. If in the future all property owners agree, the road will be placed in its original priority order for paving.

Order of Project Advancement: As it is not possible to advance all roads to design and paving concurrently, the paving of dirt roads will be advanced in groups totaling three miles in length per Council district. The groups shall include roads with and without dedicated right of way. Roads will be pursued in priority order within each Council district group. In order to pursue the work in an efficient and expedient manner, the projects may be grouped into logical contract packages.

ADOPTION OF THE AGENDA

Mr. Jackson moved, seconded by Mr. Rush, to approve the agenda as distributed. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Farrar stated that the following were potential Executive Session Items:

- a. **Darrell's H-Tax Settlement**
- b. **Contractual Matter: IT**
- c. **Contractual Matter: Potential Purchase of Property – Airport**
- d. **Economic Development Land Acquisition**

EXECUTIVE SESSION

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Council went into Executive Session at approximately 6:08 p.m. and came out at approximately 6:24 p.m.
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CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **3rd Reading of Budget: Wednesday, June 19, 6:00 PM** – Mr. McDonald reminded Council members of the 3rd Reading of the Budget and stated that Council members should have received the updated motions list last week.
- b. **Transportation Penny Director Update** – Mr. McDonald stated that Administration is close to making an offer regarding this position.
- c. **Public Information Director Update** – Mr. McDonald stated that Administration is close to making an offer regarding this position.
- d. **Recycle Day Update** – Mr. McDonald stated that Recycle Day was held on May 20th at the State Fairgrounds and more than 100 tons of items including: Household Hazardous Waste, Electronics, Metals, and Tires. Several local schools participated as an educational event to learn about all manner of environmental issues from storm water to sustainability. A special thanks to the Solid Waste Department for organizing this event.

REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: July Meeting Schedule** – Ms. Onley stated that the July meeting dates were July 2, 16 and 23rd.

Ms. Dickerson moved, seconded by Mr. Malinowski, to approve the July meeting schedule as announced by the Clerk.

- b. **2nd Annual Owing, Maintaining & Gardening (OMG) of Homeownership, June 22nd 8:00 AM-10:00 AM, Midland Technical College, NE Campus** – Ms. Onley stated that Council received an invitation to the 2nd Annual Owing, Maintaining and Gardening (OMG) of Homeownership, June 22nd from 8-10 AM at Midlands Technical College, NE Campus.

REPORT OF THE CHAIR

- a. **High Speed Rail Coalition** – Mr. Washington stated that a High Speed Scoping Meeting was held in Charlotte, NC. Ms. Dixon, Mr. Rush and Mr. Washington attended the meeting. A Multi-County High Speed Rail Coalition is to be formulated with Fairfield County, Lexington County, and Aiken County with the assistance of the COG and the Chamber of Commerce.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce stated that B. B. King will be appearing at the Township Auditorium on July 18th.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that former Council member Tony Mizzell was in the audience.

POINT OF PERSONAL PRIVILEGE – Mr. Washington recognized that the Mayor of Eastover, Geraldene Robinson and Eastover Councilwoman Rhudine Robinson were in the audience.

- b. **SLBE Work Session** – Mr. Washington stated that staff is working to schedule a work session with Franklin Lee prior to the July 2nd Council meeting.

PRESENTATIONS

Voterheads Update, Mike Switzer – Mr. Switzer have brief update regarding the Voterheads website.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon thanked staff for their hard work on the new County website.

OPEN/CLOSE PUBLIC HEARINGS

- a. **An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) of Richland County, South Carolina, in an aggregate principal amount of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900); delegating to the County Administrator certain authority related to the bonds; providing for the payment of said bonds; and other matters relating thereto** – Ms. Elaine Finney, Mr. Jerry Jewler, Mr. John Bradley, Ms. Helen King, Mr. Nancy Flowers, Ms. Ashley Wilkerson and Ms. Pat Campbell spoke in favor of this item.
- b. **An Ordinance Authorizing the Conversion of a Fee in Lieu of Tax Arrangement between Richland County, South Carolina and PCO Carolina Pines LP under Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, to an Arrangement under Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended; consenting to the transfer of the Fee in Lieu of Tax Arrangement to Project Packaging and extension of the term thereof upon certain**

conditions as provided herein; and other matters related thereto – No one signed up to spoke.

- c. **An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County-Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsection (a) and (b); and Section 17-3, Sheriff's Deputies assigned as Security Officers to issue tickets; Subsection (a); so as to limit public parking to two hours and to delete the provisions for parking meters – No one signed up to speak.**
- d. **An Ordinance Authorizing a Deed to CW Hangar Partners, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A – No one signed up to speak.**
- e. **Small Local Business Enterprise ("SLBE") Program –No one signed up to speak.**

APPROVAL OF CONSENT ITEMS

- ❖ **13-12MA, Wayne Huggins, RU to OI (1.79 Acres), 9711 Garners Ferry Road, 24700-01-07 [THIRD READING]**
- ❖ **13-14MA, Boyce Haigler, HI to GC (1.03 Acres), 1051 Market St., 11206-04-05 [THIRD READING]**
- ❖ **13-16MA, Ryan Slattery, Killian's Crossing, PDD to PDD Amendment (398.66 Acres), 17400-02-04, 12, 14 & 16 [THIRD READING]**
- ❖ **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-52, Amendments; Subsection (b), Initiation of Proposals; Paragraph (2), Zoning Map Amendments; Subparagraph (b), Minimum Area of Zoning Map Amendment Application; so as to allow LI (Light Industrial) District Zoning contiguous to an existing Industrial District for a parcel with less than two (2) acres [THIRD READING]**
- ❖ **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements listed by Zoning District; Paragraph (30), Dwellings, Single Family, Zero Lot Line, Common and Parallel; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (30) Dwellings, Single Family, Zero Lot Line, Common and Parallel; so as to remove**

certain permitted uses from the Office and Institutional Zoning District [THIRD READING]

- ❖ **An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-13, Emergency Maintenance of Roads; so as to delete subsection (c) in its entirety [SECOND READING]**

Mr. Pearce moved, seconded by Mr. Jeter, to approve the Consent Items. The vote in favor was unanimous.

THIRD READING

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsections (a) and (b); and Section 17-3, Sheriff's Deputies assigned as Security Officers to issue tickets; Subsection (a); so as to limit public parking to two hours and to delete the provisions for parking meters – Mr. Rose moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

An Ordinance Authorizing a Deed to CW Hangar Partners, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A – Mr. Jackson moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

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

An Ordinance Authorizing the Conversion of a Fee in Lieu of Tax Arrangement between Richland County, South Carolina and PCO Carolina Pines LP under Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, to an Arrangement under Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended; consenting to the transfer of the Fee in Lieu of Tax Arrangement to Project Packaging and extension of the term thereto – This item was approved under the Consent Agenda.

Mr. Livingston moved, seconded by Mr. Jackson, to reconsider this item. The motion failed.

13-15MA, Gary Morris, M-1 to HI (33.5 Acres), 1091 Carolina Pines Dr., 17600-01-17 & 24 – Ms. Dickerson moved, seconded by Mr. Rush, to approve this item. The vote in favor was unanimous.

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

An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto – Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until the July 2nd Council meeting. The vote in favor was unanimous.

SECOND READING

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$300,000 of General Fund Unassigned Balance for legally obligated claims for the Richland County Risk Management Department – Mr. Pearce moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) of Richland County, South Carolina, in an aggregate principal amount of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900); delegating to the County Administrator certain authority related to the bonds; providing for the payment of said bonds; and other matters relating thereto – Ms. Dickerson moved, seconded by Mr. Jackson, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote was in favor.

Authorizing the Execution and Delivery of a First Amendment to the Infrastructure Credit Agreement by and among Richland County, South Carolina and Project PT, to provide for an extension of the Special Revenue Credit and to apply it to an additional investment commitment and additional job commitment by Project PT; and other matters thereto related [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote was in favor.

Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for a Fee-in-Lieu of Ad Valorem Taxes; and other related matters [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote was in favor.

A Resolution Authorizing the Execution and Delivery of a Memorandum of Understanding by and between Richland County, South Carolina and the South Carolina Research Authority and other matters related thereto – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Economic Development Land Acquisition – Mr. Livingston moved, seconded by Mr. Jackson, to proceed as directed in Executive Session. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **East Richland Public Service Commission—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- b. **Midlands Workforce Development Board—7** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.
 1. **Private Sector (Business Representative)—3**
 2. **Youth Council Representative—2**
 3. **Youth Program Representative—1**
 4. **Job Corps Representative—1**

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- b. **Board of Assessment Appeals—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote was in favor.
- c. **Community Relations—3** – Mr. Malinowski stated that the committee recommended appointing Mr. Henry Counts, Ms. Kerry Feduk and Mr. Colie L. (Josh) Lorick.

Mr. Jackson requested that the applicants be voted on individually.

Ms. Dixon, Mr. Malinowski, Mr. Jackson, Mr. Pearce, Mr. Washington, Mr. Livingston, Ms. Dickerson, Mr. Rush, Mr. Manning and Mr. Jeter voted for Mr. Henry Counts.

Mr. Jackson, Mr. Rose, Mr. Washington, Mr. Livingston, Mr. Rush, Mr. Manning, and Mr. Jeter voted for Mr. David Edmond.

Ms. Dixon, Mr. Malinowski, Mr. Rose, Mr. Pearce, Mr. Washington, and Ms. Dickerson voted for Ms. Kerry Feduk.

Mr. Jeter voted for Ms. Kimberly Kennedy Gooden.

Ms. Dixon, Mr. Malinowski, Mr. Jackson, Mr. Rose, Mr. Pearce, Mr. Livingston, Ms. Dickerson, Mr. Rush and Mr. Manning voted for Mr. Colie L. (Josh) Lorick.

Mr. Henry Counts, Mr. David Edmond and Mr. Colie L. (Josh) Lorick were appointed.

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

- d. **Employee Grievance Committee—2** – Mr. Malinowski stated that the committee recommended appointing Ms. Sonia Fells and re-advertising for the remaining vacancy. The vote in favor was unanimous.
- e. **Hospitality Tax Committee—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.

III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **All applicants for Richland County Boards, Commissions, or Committees will be telephonically notified within 48 hours of Council’s decision relating to that appointment and a follow-up letter will be mailed within 5 work days to same [MALINOWSKI]** – Mr. Malinowski stated that the committee recommended approving this item. A discussion took place.

Mr. Livingston made a substitute motion, seconded by Ms. Dickerson, to defer this item. The vote was in favor.

- b. **Community Relations Council** – Mr. Malinowski stated that the committee recommended tabling this item and any questions by Council members about this organization should be made through the motion process.

Ms. Dickerson made a substitute motion, seconded by Mr. Manning, to defer this item

OTHER ITEMS

Report of the Airport Commission:

- a. **Potential Purchase of Property** – This item was taken up in Executive Session.

Report of the Transportation Penny Advisory Committee:

- a. **An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and**

the notes and the disposition of the proceeds thereof; and other matters relating thereto [FIRST READING] – Ms. Dickerson moved, seconded by Mr. Livingston, to approve this item. A discussion took place.

Ms. Dixon made a substitute motion, seconded by Mr. Malinowski, to defer this item. The substitute motion failed.

The vote was in favor of approval.

A Resolution Approving the updated 2012 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote in favor was unanimous.

CITIZENS' INPUT

No one signed up to speak.

EXECUTIVE SESSION

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Council went into Executive Session at approximately 7:42 p.m. and came out at approximately 7:59 p.m.
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- a. **Darrell's H-Tax Settlement** – Mr. Pearce moved, seconded by Mr. Livingston, to direct the County Attorney to move forward with settlement as directed in Executive Session. The vote in favor was unanimous.
- b. **Contractual Matter: IT** – No action was taken.
- c. **Contractual Matter: Potential Purchase of Property – Airport** – Mr. Pearce moved, seconded by Mr. Livingston, to approve the purchase of the subject property parcels, as outlined in the letter of intent to sell of February 25, 2013, conditional upon FAA participation in the funding process. The vote was in favor.

MOTION PERIOD

- a. **Resolution Honoring Anna Wimberly, Richland School District Two Bus Driver, for her heroic action and judgment on keeping the children safe until assistance arrived [DIXON]** – Ms. Dixon moved, seconded by Mr. Pearce, to adopt the resolution honoring Anna Wimberly. The vote in favor was unanimous.

- b. **Resolution honoring the Richland County Wellness Program and the impact it has on the lives and wellbeing of County staff and the citizens of Richland County [DIXON]** – Mr. Jackson moved, seconded by Mr. Malinowski, to adopt the resolution honoring the Richland County Wellness Program. The vote in favor was unanimous.
- c. **Richland County explore providing water to the unincorporated areas of the County [JACKSON]** – This item was referred to the D&S Committee.
- d. **I move to direct the Legal Department to identify those outside law firms or lawyers retained to represent Richland County in any matter that also have represented Flow Control/Solid Waste companies, firms, entities or individuals and report back with that information to Council whether in open session or in executive session, if any of that information falls within a permissible executive session, such as but not limited to the receipt of legal advice or contractual matters [WASHINGTON]** – This item was referred to the A&F Committee.
- e. **Resolution recognizing Miriam Atria on her appointment as President of the SC Association of Tourism Regions Board of Directors [DICKERSON]** – Mr. Jackson moved to unanimously adopt the resolution recognizing Miriam Atria for her appointment as President of the SC Association of Tourism Regions Board of Directors. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 8:02 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Torrey Rush

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: June 25, 2013 [**PAGES 20-23**]

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, JUNE 25, 2013 7:00 p.m.

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

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	Greg Pearce
Member	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Norman Jackson
Member	Paul Livingston
Member	Bill Malinowski
Member	Seth Rose
Member	Torrey Rush
Absent	Damon Jeter
	Jim Manning

OTHERS PRESENT: Amelia Linder, Tracy Hegler, Sparty Hammett, Suzie Haynes, Geo Price, Tommy DeLage, Holland Leger, LaToya Grate, Nelson Lindsay, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:00 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Hegler stated that Case # 13-17MA was administratively deferred.

MAP AMENDMENT

12-19MA, Myung Chan Kim, NC to GC (1.93 Acres), 2201 Clemson Rd., 20281-01-45

Mr. Rush moved, seconded by Mr. Malinowski, to defer the public hearing and the item until the September Zoning Public Hearing. The vote in favor was unanimous.

13-08MA, Otis Smith, RS-HD to GC (1.72 Acres), 7100 Fairfield Rd., 11808-02-03

Mr. Washington opened the floor to the public hearing.

Ms. Janie Smith spoke in favor of this item.

The floor to the public hearing was closed.

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

13-18MA, Larry Brazell, RU to LI (147.83 Acres), Bluff Rd., 18900-02-06

Mr. Rush moved, seconded by Ms. Dixon, to defer the public hearing and the item until the July Zoning Public Hearing. The vote was in favor.

13-19MA, Will Holmes, RS-MD to OI (15.26 Acres), 20200-01-30

Ms. Dickerson moved, seconded by Mr. Rose, to defer the public hearing and the item until the July Zoning Public Hearing. The vote in favor was unanimous.

13-20MA, John Champoux, RU to RS-LD (6.75 Acres), Knollside Drive, 20500-06-18/21 & 20500-04-21

Mr. Washington opened the floor to the public hearing.

Mr. John Champoux spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Dixon moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

13-22MA, Terry Harris, 7950 Bluff Rd., RU to RC (12.79 Acres), 32400-02-25

Mr. Washington opened the floor to the public hearing.

Mr. Terry Harris spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Rose moved, seconded by Mr. Washington, to give First Reading approval to this item. A discussion took place.

The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:11 p.m.

Submitted respectfully by,

Kelvin E. Washington, Sr.
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. State Infrastructure Bank Update

Richland County Council Request of Action

Subject

- a. Association of Counties

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department
- b. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office
- c. FY13 Budget Amendment for Risk Management
- d. Small Local Business Enterprise ("SBLE") Program
- e. An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, in General; Section 21-13, Emergency Maintenance of Roads; So As To Delete Subsection (C) In Its Entirety.

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office [**THIRD READING**] [**PAGES 28-38**]

Notes

April 23, 2013 - The Committee unanimously approved the recommendation that Council approve the request to purchase a payment processing station to replace expensive and changing banking lockbox services. The requested equipment will require an Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$63,801.00 of General Fund Undesignated Fund Balance to the Treasurer's Office.

First Reading: May 7, 2013

Second Reading: May 21, 2013

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Richland County Treasurer's Office: Purchase of OPEX-AS3690 Scanner, RTLFIRST Software, Maintenance and Installation for Lockbox Services

A. Purpose

The Richland County Treasurer requires a payment processing station to replace expensive and changing banking lockbox services, and has identified a used piece of equipment meeting our requirements at a deeply discounted cost. The purchase of the requested equipment will require an Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$63,801.00 of General Fund Undesignated Fund Balance to the Treasurer's Office.

B. Background / Discussion

The Richland County Treasurer's Office intends to process all tax payments internally using the OPEX-AS3690 to replace our banking lockbox agreement which currently processes approximately 1/3 of Richland County's property tax payments. The Treasurer's Office intends to increase efficiency, reduce risk, and reduce costs by handling all payments in a single location with this new equipment.

The Treasurer's Office has recently been notified that Banking lockbox services will cease in the Midlands with our current provider on April 19, 2013. At that time, Richland County tax payments will be transported to Atlanta to be processed, and any payments that cannot be handled by the bank will have to be transported back to Columbia to be processed by the Treasurer's Office. The new arrangement will delay the processing of tax payments by at least one (1) day.

In an effort to quickly find a remedy, the Richland County Treasurer's Office contacted a vendor it had previously worked with to evaluate the changing situation. This type of equipment is used to process payments for Colonial Life, SCE&G, Blue Cross Blue Shield, along with other notable large business interests both locally and nationally. This conversation yielded a price quote for a new OPEX station (See Attachment 2) of \$115,983.

When it became clear that the banking lockbox agreement would change immediately, the Treasurer's Office found out that a similar used piece of equipment would be available for 90 days for a cost of \$15,000 plus set-up costs (See the Financial Impact Section, Item D, within) totaling \$63,801.00.

The Treasurer's Office, and Richland County, has paid \$130,677.14 over the last three years in banking lockbox fees. It is anticipated that, by bringing this service in-house, the County will save \$25,000 per year (\$40,000 bank fees vs. \$15,000 annual maintenance) to recoup this investment in just over two years.

In ten years of service, the Richland County Treasurer has only asked for one prior budget amendment which was also for an emergency situation.

C. Legislative / Chronological History

There is no legislative history.

D. Financial Impact

Total cost for budget amendment \$63,801.00. (See Attachment 1 Sole Source)

RT Lawrence Corp.

	One Time Hardware Cost		Price	Maint.
OPX-AS3690	OPEX AS3690 Scanner	1	\$15,000	
	Opex Disassembly, Packing, Assembly and Installation		\$3,459	
	Shipping		\$982	
	Hardware Sub-total		\$19,441	
	RTLFIRST Software Sub-total:		\$29,250	
	RTL Services Sub-total		\$9,600	
	Initial Discount		-\$2,500	
	Travel Expenses		\$1,988	
	TOTAL		\$57,779	+tax =\$62,401.32
Annual Maintenance Payment Terms				
	• Prorated Support June 1, 2013 - July 1, 2013 Due at Date of Installation			\$1,296 + tax =\$1,399.68
	PROJECT GRAND TOTAL \$63,801.00			

E. Alternatives

1. Approve the request to purchase a used OPEX-AS3690 Scanner, RTLFIRST Software, Installation and Maintenance for Lockbox Services.
2. Do not approve the request to purchase a used OPEX-AS3690 Scanner, RTLFIRST Software, installation and maintenance for Lockbox Services, which will result in the loss of timely processing of incoming tax payments and lockbox services being moved out-of-state.

F. Recommendation

It is recommended that Council approve the request to purchase a used OEPX-AS3690 Scanner, RTLFIRST Software, installation and maintenance for Lockbox Services.

Recommended by:
David A. Adams

Department:
Richland County Treasurer

Date:
3-15-13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/4/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation supports the Richland County Treasurer's program evaluation and funding is available in the fund balance. Approval as requested would require three readings and a budget amendment.

Procurement

Reviewed by: Rodolfo Callwood

Date: 4/5/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 4/5/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 4/5/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Although a budget amendment will be required to fund the request, the cost will be recovered within two to three years due to savings in lockbox fees currently paid to the bank.



JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Definitions that should be used when determining a True Sole Source Purchases

Sole Source Procurement is when only **ONE VENDOR/CONTRACTOR** possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular time. When the required equipment, supplies, construction, or services are available from only one source and no other type of property or services will satisfy the need. A "**True Sole Source**" product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason why specifications suitable for full and open competition could not be developed or meet your needs and **why** it is necessary and in the county best interest. The use of Sole Source addresses the source of a product or services not the item itself.

The following examples describing circumstances which could necessitate "Sole Source" procurement:

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. **REQUIRING DEPARTMENT:** Treasurer's Office

NAME OF REQUESTOR: David Adams

TELEPHONE: 803-576-2275

2. **DESCRIPTION OF ACTION.**

- a. State if procurement is: Non-Urgent Sole Source Urgent Sole Source
- b. For sole source requests, provide the contractor name, point of contact, address and phone/fax numbers and e-mail address. If a sole source manufacturer distributes via Vendors, provide Vendors information here.

Company: RT Lawrence Corporation

Point of Contact: John Phillips

Telephone #: 312-296-2796

Fax #:

Address: 7740 Painter Avenue, Suite 100, Whittier, CA 90602

3. **DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS.** Give a short description of the item or service required, the estimated cost, and required delivery date.

Item:

4. **EXPLANATION OF SOLE SOURCE CIRCUMSTANCES.**

For Sole Source Requirements:

- (1) Explain why the item is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery.
- (2) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work.
- (3) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) design/drawing/specification requirements.
- (4) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage. For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements.
- (5) Provide Sole Source information requested above.

5. **PROPRIETARY INFORMATION:**

- a. If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block.

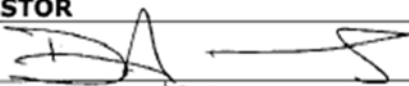
The equipment and software are proprietary to:

6. **DOCUMENTATION OF REVIEW OF SPECIFICATIONS FOR SPARE AND REPAIR PARTS.** If the procurement is for spare or repair parts, include a statement that the specifications have been reviewed and meet the minimum functional requirements of the government.

CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

Name, Title and Signature: David A. Adams, Treasurer/Tax Collector 		
Account Code 1730-5315;5471;5426	Telephone 803-576-2275	Date 3/15/2013

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

PROCUREMENT DIRECTOR

Name and Signature	Date:
--------------------	-------

I CERTIFY THAT THE REPRESENTATIONS UNDER MY COGNIZANCE ARE BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

ADMINISTRATOR

Name and Signature	Date:
--------------------	-------

Attachment for Sole Source Form¶

¶

3. Description¶

¶

The Richland County Treasurer requires a payment processing station to replace expensive and changing banking lockbox services, and has identified a used piece of equipment meeting our requirements at a deeply discounted cost. The purchase of the requested equipment will require \$63,801.00 for purchase, installation and maintenance of an OPEX-AS3690 Scanner and related software.¶

¶

4. Explanation¶

¶

The Richland County Treasurer's Office intends to process all tax payments internally using the OPEX-AS3690 to replace our banking lockbox agreement which currently processes approximately 1/3 of Richland County's property tax payments. The Treasurer's Office has recently been notified that banking lockbox services (currently provided in the Midlands) will be moving to an Atlanta location. The Treasurer's Office intends to increase efficiency, reduce risk, and reduce costs by handling all payments in a single location with this new equipment.¶

The Treasurer's Office has recently been notified that Banking lockbox services will cease in the Midlands with our current provider on April 19th, 2013. At that time, Richland County's tax payments will be transported to Atlanta to be processed, and any payments that cannot be handled by the bank will have to be transported back to Columbia to be processed by the Treasurer's Office. The new arrangement will delay the processing of tax payments by at least one (1) day.¶

In an effort to quickly find a remedy, the Richland County Treasurer's Office contacted a vendor it had previously worked with to evaluate the changing situation. This type of equipment is used to process payments for Colonial Life, SCE&G, Blue Cross Blue Shield, along with other notable large business interests both locally and nationally. This conversation yielded a price quote for a new OPEX station of \$115,983 plus applicable taxes.¶

When it became clear that the banking lockbox agreement would change immediately, the Treasurer's Office found out that a similar used piece of equipment would be available for 90 days for a cost of \$15,000 plus set-up costs totaling \$63,801.00.¶

The Treasurer's Office, and Richland County, has paid \$130,677.14 over the last three years in banking lockbox fees. It is anticipated that, by bringing this service in-house, the County will save \$25,000 per year (\$40,000 bank fees vs. \$15,000 annual maintenance) to recoup this investment in just over two years.¶

¶

Pricing

Part Number	Description	Qty	Price	Annual Support
Hardware				
OPX-AS72I	OPEX AS7200i Scanner (Includes Rear Inkjet, CIS Imagers & OPEX	1	\$52,995	\$8,430
OPX-MICR	MICR Reader (Magnetic and Optical)	1	\$2,750	
OPX-FIP	Front Inkjet Printer	1	\$750	
OPX-M72	OPEX Model 72 Extractor	1	\$24,950	\$2,470
INS-DYO	Installation - 1 day Onsite (OPEX Certified Technician)	1	Incl	N/A
Hardware Sub-total			\$81,445	\$10,900
<i>Hardware Discount</i>			<i>-\$5,000</i>	
Hardware Total			\$76,445	
RTLFIRST Software				
OPX-01	Opex Connect - Process Module	1	\$5,000	\$750
PRC-01	RTLFIRST Process Module	1	\$5,750	\$863
CAR-01	A2iA CAR/LAR engine (1 Million Checks/Year)	1	\$1,750	\$263
SVR-01	One-Operation Supervisor/Verification Lic (1st User Lic) Conc Lic	1	\$1,750	\$263
VRF-01	One-Operation Verification License (1st User Lic) Conc Lic	1	\$1,750	\$263
FVW-DB-01	FIRSTView Imaging-Browser Based (1st User Lic) Conc Lic	1	\$3,750	\$638
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	\$4,000	\$600
CHK 21-IMS	Image Score License (1 Million Checks/Year)	1	\$1,500	\$300
MOP-01	Initial Operation (One Operation)	1	Incl	N/A
CUS-LKPL	Real-Time Look up Lite (lookup by acct & by name and address)	1	\$4,000	\$720
RTLFIRST Software Sub-total:			\$29,250	\$4,658
Supplies & Accessories				
OPX-S&A	Scanner supplies & accessories are included in the package	1	Incl	NA
	RTLFIRST & FIRSTView Training Manual (Qty 1 each)	1	Incl	NA
RTL Services				
	Planning, Implementation, Installation, Testing and Training Services		\$9,600	
	Dedicated Project Management & Coordination		Incl	N/A
	Check21 Setup Services - Remote		Incl	N/A
	Pre-Implementation Business Process Review		Incl	N/A
	RTL Pre-Onsite Installation Remote Setup Preparation-4 Days		Incl	N/A
	Onsite Software Installation and Testing - 2 Days		Incl	N/A
	Onsite End-User Hands-on Training -3 Days		Incl	N/A
	Onsite Refresher Training After Operational - 2 Days		Incl	N/A
RTL Services Sub-total			\$9,600	N/A
Travel Expenses and Freight Charges			\$3,188	
PROJECT SUB-TOTAL			\$118,483	\$15,558
<i>Initial Discount</i>			<i>-\$2,500</i>	
PROJECT GRAND TOTAL			\$115,983	\$15,558

Plus applicable taxes.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.GF-13

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO APPROVE AND APPROPRIATE \$63,801 OF GENERAL FUND UNASSIGNED BALANCE FOR PURCHASE OF EQUIPMENT FOR THE RICHLAND COUNTY TREASURER’S OFFICE.

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

SECTION I. That the amount of sixty three thousand eight hundred one dollars (\$63,801) be appropriated specifically to the Richland County Treasurer’s Office “For Purchase of Equipment”. Therefore, the Fiscal Year 2012-2013 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2012 as amended:	\$ 150,088,731
Appropriation of General Fund unassigned fund balance	\$ <u>63,801</u>
Total General Fund Revenue as Amended:	\$ 150,152,532

EXPENDITURES

Expenditures appropriated July 1, 2012 as amended:	\$ 150,088,731
Increase to Equipment Purchase – Treasurer’s Office	\$ <u>63,801</u>
Total General Fund Expenditures as Amended:	\$ 150,152,532

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department **[THIRD READING]**
[PAGES 39-41]

Notes

April 23, 2013 - The Committee unanimously approved the recommendation that Council approve the request for a budget increase for the Legal Department in the amount of \$324,000, which will go to the Professional Services line, to pay for excessive costs related to the November 2012 General Election and the Columbia Venture trial. Staff was further directed to determine (1) whether the Transportation Penny revenues; and (2) whether the costs of the election are reimbursable from the State.

First Reading: May 7, 2013
Second Reading: May 21, 2013
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.GF-13

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO APPROVE AND APPROPRIATE \$324,000 OF GENERAL FUND UNASSIGNED BALANCE FOR LEGAL SERVICES IN THE LEGAL DEPARTMENT.

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

SECTION I. That the amount of three hundred twenty four thousand dollars (\$324,000) be appropriated specifically for the Legal Department to expend for "Legal Services". Therefore, the Fiscal Year 2012-2013 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2012 as amended:	\$ 150,088,731
Appropriation of General Fund unassigned fund balance	\$ <u>324,000</u>
Total General Fund Revenue as Amended:	\$ 150,412,731

EXPENDITURES

Expenditures appropriated July 1, 2012 as amended:	\$ 150,088,731
Increase to Legal Services – Legal Department	\$ <u>324,000</u>
Total General Fund Expenditures as Amended:	\$ 150,412,731

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Providing for the Issuance and Sale of General Obligation Bonds (for the benefit of the Richland Library) of Richland County, South Carolina, in an aggregate principal amount of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900); delegating to the County Administrator certain authority related to the bonds; providing for the payment of said bonds; and other matters relating thereto **[THIRD READING] [PAGES 42-78]**

Notes

May 28, 2013 - The Committee approved the recommendation that Council approve the bond referendum on the question of the issuance of not exceeding \$59,321,900 of general obligation bonds of Richland County to acquire, construct, improve, and renovate existing and proposed facilities and equipment of Richland Library. The Committee directed staff to determine the per-household cost for the passage of the proposed Referendum.

First Reading: June 4, 2013

Second Reading: June 18, 2013

Third Reading:

Public Hearing: June 18, 2013

Richland County Council Request of Action

Subject: Richland Library Bond Referendum

A. Purpose

County Council is requested to order a bond referendum on the question of the issuance of not exceeding \$59,321,900 of general obligation bonds of Richland County to acquire, construct, improve, and renovate existing and proposed facilities and equipment of Richland Library.

In connection with the foregoing, County Council is requested to:

1. Adopt a reimbursement resolution allowing for Richland Library to reimburse certain expenses, including the cost of holding the special election, out of bond proceeds, if and when issued.
2. Adopt a resolution ordering a referendum on the question of the issuance of the bonds.
3. Give first, second and third reading (including a public hearing before second reading) to an ordinance providing for the issuance and sale of the bonds, the provisions of which shall be subject to and contingent upon the successful result of the referendum.

B. Background / Discussion

The Richland Library Board of Trustees submitted a petition to County Council dated May 13, 2013, requesting that County Council order a referendum on the question of the issuance of general obligation bonds in furtherance of Richland Library's capital improvement program. A copy of the petition is attached hereto for your review.

Richland Library has created and partially implemented a capital improvement program for the Library system. Eastover was the first project on this plan, and that project has now been completed utilizing funds from a USDA grant and funding from a bond issued by the County, which designated \$3,000,000 to Library projects. In addition to the Eastover project, land has also been purchased for the Ballentine project from the above mentioned bond proceeds (as designated by the County for library projects). The proposed general obligation bonds would fund a large portion of the Richland Library's remaining capital improvement needs. Moreover, the proposed issuance of general obligation bonds represents the first major capital improvement initiative for the Richland Library in over 20 years (since 1990).

To date, Library personnel have worked with members of County Council (including Library liaisons) the County Attorney, and the Finance Director.

C. Legislative / Chronological History

The Richland County Library Board of Trustees adopted a resolution dated May 13, 2013. Per the resolution, the Board approved a petition requesting the County Council to approve the referendum. A copy of the resolution and the petition are attached to this request for action.

D. Financial Impact

The cost of the Richland Library’s proposed capital program is estimated to equal the sum of \$58,321,900. After allowing for other contingencies, the costs of holding an election, and costs of issuing the bonds, it is expected that the aggregate amount of the bonds requested shall not to exceed the sum of \$59,321,900. The expected millage impact is currently under development.

E. Alternatives

1. Approve the holding of the referendum (through the resolution providing for such occurrence) and take action on the associated reimbursement resolution and bond ordinance related to the proposed financing.
2. Do not approve the holding of the referendum.

F. Recommendation

Recommended by: _____ Department: _____ Date: _____

G. Reviews

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

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

Finance

Reviewed by (Finance Director): _____ Date: _____
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: _____

Procurement

Reviewed by: _____ Date: _____
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: _____

Grants

Reviewed by: _____ Date: _____
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: _____

Legal

Reviewed by: _____ Date: _____
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: _____

Administration

Reviewed by:

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS (FOR THE BENEFIT OF THE RICHLAND LIBRARY) OF RICHLAND COUNTY, SOUTH CAROLINA, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING FIFTY NINE MILLION THREE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED DOLLARS (\$59,321,900); DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF SAID BONDS; AND OTHER MATTERS RELATING THERETO.

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BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, IN A MEETING DULY ASSEMBLED, AS FOLLOWS:

ARTICLE I - FINDINGS AND DETERMINATIONS

Incident to the adoption of this bond ordinance (this "**Ordinance**") and the issuance of the debt authorized hereby, the County Council of Richland County (the "**Council**"), the governing body of Richland County, South Carolina (the "**County**"), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct.

Section 1.01 Findings.

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

2. The Council previously received a petition (the "**Petition**") from the Board of Trustees (the "**Board**") of the Richland Library (the "**Library**") requesting that a referendum be held on the question of the issuance of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900) of general obligation bonds (the "**Bonds**") to defray the costs associated with acquiring, constructing, improving, and renovating existing and proposed facilities and equipment of the Library (the "**Projects**"). On June 4, 2013, the Council adopted a resolution ordering that a referendum be held on November 5, 2013 (the "**Referendum**"), on the question of the issuance of Bonds to defray the costs of the Projects and the costs of issuance thereof.

3. Council has determined to condition the issuance of the Bonds upon the results of the Referendum.

4. Should the Referendum result favorably to the issuance of the Bonds, the County shall issue the Bonds to defray the costs of the Projects and the costs of issuance thereof. Further, any and all Bonds issued shall be subject to the terms, provisions and conditions of this Ordinance.

5. In so authorizing the issuance of the Bonds, the Council has determined that the Projects constitute a public purpose of the County and the benefits arising from the Projects will accrue to all persons and property within the County.

Section 1.02 Recital of Applicable Constitutional Provisions.

Pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "**Constitution**"), each county possesses the power to incur bonded indebtedness in such manner and upon such terms as the General Assembly shall prescribe by general law. Such debt must be incurred for a public and corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property in such county. In the event such indebtedness is approved by referendum, however, section 14(6) of Article X of the Constitution provides that a county may incur general obligation bonded indebtedness without regard to its constitutional debt limitation.

Section 1.03 Recital of Applicable Statutory Provisions.

Pursuant to Title 4, Chapter 15 of the South Carolina Code (the "**County Bond Act**"), the governing body of any of the counties of the State may issue general obligation bonds to defray the cost of any authorized purpose.

Section 1.04 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided not less than 15 days prior to such public hearing by publication of a notice in *The State*, a newspaper of general circulation in the County.

Section 1.05 Notice of Adoption of Ordinance.

Section 4-9-1220 of the South Carolina Code provides that within 60 days following the adoption by a county council of an ordinance authorizing the issuance of general obligation debt, a petition signed by not less than fifteen percent of the qualified electors of the County may be filed with the Clerk to Council requesting that such ordinance be repealed. However, Section 4-9-1220 does not apply to ordinances providing for bond issues approved by referendum. Accordingly, notice of adoption of this ordinance may be given in the discretion of the County Administrator, but is not required.

[End of Article I]

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ARTICLE II - DEFINITIONS AND AUTHORITY

Section 2.01 Definitions. As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Authorized Investments” means any investments that are at the time legal for investment of the County’s funds under the laws of the State of South Carolina and of the United States.

“Authorized Officer” means the Chairman and Vice Chairman of County Council and the County Administrator and any other officer or employee of County Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

“Bond” or “Bonds” means the general obligation debt of the County authorized by this Ordinance.

“Bondholder” or “Holder” or “Holder of the Bonds” or “Owner” or similar term means, when used with respect to the Bonds, any person who shall be registered as the owner of any Bonds Outstanding.

“Bond Payment” means the periodic payments of principal of and interest on the Bonds.

“Bond Payment Date” means each date on which a Bond Payment shall be payable.

“Code” means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

“Corporate Trust Office” when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

“County” means Richland County, South Carolina.

“County Administrator” means the Administrator of the County

“County Attorney” means the County Attorney for Richland County, South Carolina.

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

“Enabling Act” means Article X, Section 14 of the Constitution, Title 4, Chapter 15 of the South Carolina Code as amended and supplemented by Section 11-27-40 of the South Carolina Code.

“Escrow Agent” means a financial institution selected by the County to hold funds for the purpose of defeasing the Bonds in accordance with Article VII of this Ordinance.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Ordinance” means this ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Original Issue Date” mean the date of delivery of the Bonds to the initial purchaser thereof.

“Outstanding”, when used in this Ordinance with respect to the Bonds, means as of any date, the Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (b) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and
- (c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.10 of this Ordinance.

“Paying Agent” means any bank, trust company or national banking association which is authorized to pay the principal of or interest on any Bonds and has the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Resolution. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, Paying Agent may be the Treasurer of the County.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Projects” mean those certain public improvements as defined in Section 1.01 hereof.

“Record Date” means the 15th day immediately preceding each Bond Payment Date.

“Registrar” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Resolution and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, the Registrar may be the Treasurer of the County.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or another recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. Cede & Co. shall serve as the initial Securities Depository Nominee hereunder.

“Series” or “Series of Bonds” shall mean Bonds issued hereunder as a single issue, i.e., sold and closed on the same dates under a common designation.

“South Carolina Code” means the Code of Laws of South Carolina, 1976, as amended.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

[End of Article II]

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ARTICLE III - ISSUANCE OF BONDS

Section 3.01 Ordering the Issuance of Bonds.

Should the Referendum result favorably to the issuance of the Bonds, there shall be issued general obligation bonds of the County in an aggregate principal amount of not exceeding fifty nine million three hundred twenty one thousand nine hundred dollars (\$59,321,900), as one Series, or from time to time as several Series. Such Bonds shall be issued for the purpose of obtaining funds to defray the costs of the Projects and the costs of issuance of the Bonds. Further, the Bonds shall be designated “Richland County, South Carolina General Obligation Bonds (Richland Library Projects), Series 2013” or such other designation as determined appropriate by the County Administrator.

Section 3.02 Maturity Schedule of Bonds.

The Bonds shall be dated as of and bear interest from the date of their delivery. The principal amount, term, rate of interest and payment details of the Bonds shall be determined by the County Administrator with advice from Bond Counsel, provided, however, that in no event shall the aggregate amount of the Bonds exceed the aggregate principal amount of \$59,321,900. Bond Payments shall be scheduled to occur no less frequently than annually. The Bonds shall be dated and authenticated as of the Original Issue Date, unless the Administrator and the purchaser of the Bonds agree otherwise.

Section 3.03 Provision for Payment of Interest on Bonds.

The Bonds shall be authenticated on the Original Issue Date. The Bonds shall bear interest from the Original Issue Date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bonds’ authentication. Interest payments on the Bonds shall be made in accordance with Section 3.04(c) hereof to the Person in whose name the Bonds are registered in accordance with Section 3.07 hereof at the close of business on the Record Date with respect to such payment.

Section 3.04 Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal.

(a) The Bonds shall be payable as to principal and interest at the rate per annum determined in the manner prescribed by Section 5.01 hereof (on the basis of a 360-day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds may be issued in the form of a single, fully registered, typewritten bond or as multiple, fully registered, typewritten bonds as requested by the purchaser thereof upon advice of bond counsel, and shall be identified by certificate numbers.

(c) The principal of and interest on the Bonds shall be payable to the Persons appearing on the Record Date on the registration books of the County, which books shall be held by the Registrar as provided in Section 3.07 hereof, as the Holders thereof, by check or draft mailed to the Holders at the Holders’ address as it appears on such registration books in sufficient time to reach the Holders on the Bond Payment Date.

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

As long as the Bonds remain Outstanding, there shall be a Registrar and a Paying Agent, each of which shall be a financial institution maintaining Corporate Trust Offices where (1) the Bonds may be presented for registration of transfers and exchanges, (2) notices and demands to or upon the County in respect of the Bonds may be served, and (3) the Bonds may be presented for payment, exchange and transfer. Initially, the financial institution designated by one or more of the Authorized Officers shall act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name and on behalf of the County by the manual signature of the Chair of County Council, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk to County Council. The Bonds bearing the manual signature of any Person who at the time the Bonds were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Chair of or Clerk to County Council prior to the authentication and delivery of the Bonds or was not such Chair of or Clerk to County Council at the date of authentication and delivery of the Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar; and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

Section 3.07 Exchange of Bonds.

Each Bond, upon surrender thereof at the office of the Registrar along with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as such Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Transfer of Bonds.

The Bonds shall be transferable only upon the books of the County, which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bonds, the County shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond.

Section 3.09 Transferability and Registry.

Each Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in such Bond. So long as such Bond remains Outstanding, the Registrar shall maintain and keep, at its offices, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of such Bonds at the office of the Registrar.

Section 3.10 Regulations with Respect to Transfers.

The Bonds, if surrendered in any transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bonds, the Registrar 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, which sum or sums shall be paid by the Holder requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to issue or transfer the Bonds (i) during the period between a Record Date and the next following Bond Payment Date, or (ii) following a call for redemption of Bonds.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bond.

(a) If a Bond is mutilated and thereafter surrendered to the County or if the County receives evidence to its satisfaction of the destruction, loss or theft of a Bond and there is delivered to the County such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a *bona fide* purchaser, the County shall execute, and the Registrar shall authenticate and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of the mutilated, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost, or stolen Bond. The Registrar shall thereupon cancel the mutilated Bond so surrendered. In case the mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one month, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the County may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County connected therewith.

(c) Each new Bond issued pursuant to this Section 3.11 in lieu of any destroyed, lost, or stolen Bond shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof. Each Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

Section 3.12 Holder As Owner of Bonds.

The County, the Registrar and the Paying Agent may treat the Holder of the Bonds as the absolute owner thereof, whether the Bonds shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bonds and for all other purposes, and payment of the principal and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.13 Cancellation of the Bonds.

The Registrar shall destroy the Bonds upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. The Bonds shall not be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or principal of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.15 Tax Exemption in South Carolina.

Both the principal of and interest on the Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.16 Security; Order to Levy Tax.

For the payment of the principal of and interest on the Bonds as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are hereby irrevocably pledged. There shall be levied an *ad valorem* tax upon all taxable property located within the County sufficient to pay the principal of and interest on the Bonds as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.17 Notice to Auditor and Treasurer to Levy Tax.

The Auditor of the County and the Treasurer of the County shall be notified of the adoption of this Ordinance and the issuance of the Bonds and shall be directed to levy and collect annually upon all taxable property in the County *ad valorem* property taxes sufficient to meet the payment of the principal and interest on the Bonds, as the same become due, and to create such sinking funds as may be necessary therefor.

Section 3.18 Book-Entry Only System

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by the Securities Depository, and shall be registered in the name of the Securities Depository Nominee.

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

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

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

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

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

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

(h) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

Section 3.19 Form of Bonds.

The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

[End of Article III]

ARTICLE IV – REDEMPTION OF BONDS

Section 4.01 Redemption of Bonds.

The Bonds shall be subject to redemption prior to maturity upon such terms as may be designated by the County Administrator.

Section 4.02 County's Election to Redeem.

In the event that the County shall, in accordance with the provisions of Section 4.01 hereinabove, elect to redeem Bonds, it shall give notice to the Registrar and the Paying Agent of each optional redemption. Such notice shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 45 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 4.03 Partial Redemption of Bonds.

In the event part, but not all of a Bond Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Holder thereof or his or her attorney duly authorized in writing (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Holder thereof or his or her attorney duly authorized in writing) to the Registrar, the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. Bonds so presented and surrendered shall be cancelled in accordance with this Ordinance.

Section 4.04 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase, the County shall deliver such Bonds to the Registrar for cancellation.

[End of Article IV]

ARTICLE V - SALE OF THE BONDS

Section 5.01 Determination of Time to Receive Bids – Form of Notice of Sale.

The Bonds shall be sold at public sale, at a price of not less than par. Bids shall be received at such time and on such date as is selected by the County Administrator. The form of the official Notice of Sale, and the conditions of sale, shall be determined by the County Administrator. The Bonds shall be advertised for sale in a newspaper having general circulation in the State, which advertisement shall appear at least once, not less than 7 days before the date set for said sale. The date of sale may be adjusted in accordance with Section 11-27-40 of the South Carolina Code.

In lieu of publishing the official Notice of Sale in its entirety, the County Administrator may elect to publish an abbreviated form of notice and provide the full text of the official Notice of Sale only to those persons who request the same or who are identified as prospective bidders for the Bonds. A summary of the official Notice of Sale shall be published not less than 7 days prior to the date fixed for sale, in a newspaper having general circulation in the State and, if deemed appropriate by the County Administrator, in a financial publication published in the City of New York, State of New York.

Section 5.02 Award of the Bonds – Public Sale.

Upon the receipt of bids for the purchase of the Bonds, unless all bids are rejected, the County Administrator shall award the Bonds to the bidder offering to purchase the Bonds upon the terms and conditions that the County Administrator determines are in the best interests of the County.

Section 5.03 Official Statement and Official Notice of Sale

The County Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement and Official Notice of Sale to be distributed to prospective Purchasers of the Bonds. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the United States Securities Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the Purchasers of the Bonds.

[End of Article V]

ARTICLE VI - DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be paid to the Treasurer of the County, to be deposited in a special fund to the credit of the County, and shall be expended and made use of by the County as follows:

- (a) Any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;
- (b) Any premium shall be applied to the payment of the first Principal Installment of such Bonds; and
- (c) The remaining proceeds shall be expended and made use of by the County to defray the costs of Projects and the costs of issuance of the Bonds.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments; provided, that neither the Purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

[End of Article VI]

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ARTICLE VII - DEFEASANCE OF BONDS

Section 7.01 Discharge of Ordinance - When and How the Bonds are Deemed to Have Been Paid and Defeased.

(A) If all of the Bonds issued pursuant to this Ordinance and all interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz:

(1) The Paying Agent shall hold, at the stated maturity of each of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installments and interest thereof; or

(2) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Paying Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent or Escrow Agent at the same time, shall be sufficient to pay when due the Principal Installments or redemption price and interest due and to become due on the Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the County shall elect to redeem Bonds prior to their stated maturities, the County shall proceed in the manner prescribed by Article IV hereof.

Neither the Government Obligations nor moneys deposited with the Paying Agent or Escrow Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment or redemption price, and interest on said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment or redemption price, and interest to become due on said Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment or redemption price, and interest may be paid over to the County, as received by the Paying Agent, free and clear of any trust, lien or pledge.

(B) In addition to the above requirements of paragraphs (1), (2), and (3) in order for this Ordinance to be discharged, all other fees, expenses and charges of the Paying Agent, or Escrow Agent, shall have been paid in full at that time.

(C) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent or Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent or Escrow Agent for the payment of the Principal Installments, and interest on, the Bonds, to pay to the owners of Bonds the funds so held as and when payment becomes due.

(D) Any release under this Section shall be without prejudice to the rights of the Paying Agent or Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable

expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

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

[End of Article VII]

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ARTICLE VIII - CERTAIN TAX AND DISCLOSURE COVENANTS

Section 8.01 Covenants to Comply with Requirements of the Code.

The County acknowledges that it has on-going responsibilities with respect to the Code and the preservation of the tax-exempt status of the Bonds. The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information reports with the Internal Revenue Service) which failure will, cause interest on the Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided by the net proceeds of the Bonds will be owned in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of the Bonds or any facility financed with the proceeds of the Bonds to be used in any manner that would result in: (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any other party other than a governmental unit as provided in Section 141(c) of the Code.

Upon any sale or other transfer of a portion of the Projects, or any part thereof, in a private trade or businesses of non-governmental persons (within the meaning of Section 141 of the Code), the County hereby agrees that it will redeem the non-qualifying portion of the Bonds (within the meaning of Treasury Regulation 1.141-12), regardless of the amount of disposition proceeds actually received, within 90 days after the date of such action. The County hereby covenants that, to the extent necessary to preserve the exclusion from income for federal income tax purposes of interest paid on the Bonds, the mandatory redemption of all or an allocable portion of the Bonds will meet all of the conditions for remedial action under Sec. 1.141-12(a) of the Treasury Regulations.

(c) The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13.

(d) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bonds.

Section 8.02 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures of the proceeds of the Bonds authorized hereby will be made, and it has been ascertained that all of the money received from the proceeds of the Bonds will be expended within the limitations imposed by Section 148(c) of the Code, so that the Council will be able to certify upon reasonable grounds that the Bonds are not "arbitrage bonds" within the meaning of Section 148(c) of the Code.

Section 8.03 Continuing Disclosure.

The County hereby covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure certificate, substantially in the form attached hereto as Exhibit B, executed by the County Administrator and dated the date of delivery of the Bonds, which will meet the requirements of: (i) Rule 15c2-12 promulgated by the Securities and Exchange Commission and (ii) Section 11-1-85 of the South Carolina Code, as amended, which requires, among other things, that the County file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) system, a copy of its annual independent audit within 30 days of its receipt and acceptance and event-specific information, within 30 days of an event adversely affecting more than 5% of its revenues or 5% of its tax base.

The only remedy for failure by the County to comply with the covenant in this Section 8.03 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in said Section 11-1-85, without the consent of any Bondholder.

[End of Article VIII]

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ARTICLE IX – MISCELLANEOUS

Section 9.01 Savings Clause.

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 9.02 Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 9.03 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bonds. Such provisions are covenants and agreements with such Holders which the County hereby determines to be necessary and desirable for the security and payment thereof.

Section 9.04 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the office of the Clerk to Council and in the office of the Clerk of Court for the County (as a part of the Transcript of Proceedings).

Section 9.05 Further Action by Officers of County.

The Authorized Officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which include but are not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof.

Section 9.06 General Repealer.

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

Section 9.07 Effective Date of Ordinance.

This Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances.

[End of Article IX]

DONE AT COLUMBIA, SOUTH CAROLINA, this ____ day of _____, 2013.

RICHLAND COUNTY COUNCIL

Kelvin Washington, Chair

(SEAL)

Attest:

Michelle M. Onley, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 4, 2013
Second Reading: June 18, 2013
Public Hearing: June 18, 2013
Third Reading: July 2, 2013

FORM OF THE BONDS

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
GENERAL OBLIGATION BONDS
(RICHLAND LIBRARY PROJECTS),
SERIES 2013

No. R-___

INTEREST RATE MATURITY ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered owner named above, or its registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the Corporate Trust Office of _____ (the "Registrar and Paying Agent"), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County's obligation with respect to the payment of such principal sum shall be discharged. 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 and Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond is one of a series of Bonds (the "Bonds") of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$ _____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 and Section 11-27-40 of the Code of Laws of South Carolina, 1976, as amended; a duly authorized Referendum dated November 5, 2013; and an ordinance duly enacted by the County Council of Richland County, on July 2, 2013 (the "Ordinance"). Capitalized terms used herein and not otherwise defined have the meaning ascribed to such term in the Ordinance.

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

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

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on

which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal and redemption premium, if any, and interest on this Bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.

[INSERT REDEMPTION PROVISIONS, IF ANY]

This Bond is transferable as provided in the Ordinance at the Corporate Trust Office of the Registrar and Paying Agent by the registered owner hereof in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar and 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 other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

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

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the County Council, attested by the manual signature of the Clerk to County Council and the seal of the County impressed hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

Attest:

Clerk, County Council

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[FORM OF AUTHENTICATION]

This is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina dated _____, 2013.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

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 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 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

(Authorized Officer)

(Signature must be guaranteed by
Securities Transfer
Program (STAMP))

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

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FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “*Disclosure Certificate*”) is executed and delivered by Richland County, South Carolina (the “*Issuer*”), in connection with the issuance of its \$_____ General Obligation Bonds (Richland Library Projects), Series 2013 (the “*Bonds*”). The Bonds are being issued pursuant to an ordinance enacted by the County Council of Richland County, the governing body of the Issuer, on _____ (the “*Ordinance*”). The Issuer hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Beneficial Owners (as defined herein) of the Bonds and in order to assist the Underwriter (as defined herein) in complying with the Rule (as defined herein).

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bondholder” or “Holder” shall mean the registered owner of a Bond and any Beneficial Owner thereof.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean MSRB’s Electronic Municipal Market Access system.

“Fiscal Year” shall mean any period of twelve consecutive months adopted by the Issuer as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the next calendar year.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of South Carolina.

“Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the primary offering of the Bonds.

SECTION 3. Provision of Annual Reports.

(a) Not later than 210 days after the end of the Fiscal Year, commencing with Fiscal Year ending June 30, 2015, the Issuer shall, or shall cause the Dissemination Agent, if any, to submit to the MSRB in an electronic format as prescribed by the MSRB (which as of the date hereof is EMMA), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen

(15) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if other than the Issuer. 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 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) The Issuer, or the Dissemination Agent, if any, shall also:

(i) determine each year prior to the date for providing the Annual Report the appropriate electronic format prescribed by the MSRB (which as of the date hereof is EMMA) for filing with the MSRB and the proper form of such filing; and

(ii) if the Annual Report (or the audited financial statements which were to be separately submitted) is not filed in accordance with subsection (a), send in a timely manner a notice to the MSRB in an electronic format as prescribed by the MSRB (which as of the date hereof is EMMA) in substantially the form attached as Exhibit A hereto.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement under the headings: “THE BONDS—Security”; “DEBT STRUCTURE—Outstanding Indebtedness”; “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for the Last Five Years,” and “—Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 5. Reporting of Significant Events.

(a) In a timely manner not in excess of ten (10) business days of the occurrence of any of the following Listed Events, the Issuer shall file a notice of such occurrence in an electronic format with the MSRB (which as of the date hereof is EMMA):

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, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or a Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
7. Modification to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or a similar proceeding by an obligated person;
13. Consummation of a merger, consolidation, acquisition involving an obligated person, or sale of all or substantially all of the assets of an 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
14. Appointment of a successor or additional trustee or the change in name of a trustee, if material.

(b) The content of any notice of the occurrence of a Listed Event, shall be determined by the Issuer.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the defeasance (within the meaning of the Rule), redemption or payment in full of all of the Bonds. The Issuer shall notify the MSRB in an electronic format prescribed by the MSRB (which as of the date hereof is EMMA) that the Issuer's obligations under this Disclosure Certificate have terminated.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) herein, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a) hereof, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate 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.

SECTION 14. Governing Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State.

SECTION 15. Severability. In case any one or more of the provisions of this Disclosure Certificate shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Certificate, but this Disclosure Certificate shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated:

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Richland County, South Carolina

Name of Issue:

Date of Issuance:

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that Richland County, South Carolina (the "*Issuer*") has not provided an Annual Report due with respect to the above-named Bonds as required by its Continuing Disclosure Certificate dated _____. The Issuer anticipates that the Annual Report will be filed by _____.

RICHLAND COUNTY, SOUTH CAROLINA

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CAPITAL NEEDS | 2014 – 2017

CAPITAL PROJECT COST

Eastover Expansion <i>(in progress)</i> Additional 2,400 SF Grand Opening: 10:30 a.m., April 30, 2013	FUNDED \$ 1,466,151.98
--	----------------------------------

Sandhills New 30,000 SF	\$ 10,762,500
Ballentine New 15,000 SF	\$ 5,467,500
Main Renovation 53,800 SF	\$ 15,635,400
Blythewood Renovation 4,000 SF Additional 2,890 SF	\$ 1,905,405
Southeast Renovation 20,000 SF Additional 2,680 SF	\$ 5,715,000
North Main Renovation 10,000 SF Additional 2,740 SF	\$ 3,125,270
Northeast Renovation 15,000 SF Additional 2,990 SF	\$ 5,197,645
Wheatley Renovate 4,000 SF Additional 1,200 SF	\$ 1,290,600
Cooper Renovation 10,000 SF Additional 2,060 SF	\$ 2,919,130
St. Andrews Renovation 13,000 SF Additional 4,340 SF	\$ 5,455,950
Mobile Unit	\$ 250,000
Outpost Libraries	\$ 597,500
TOTAL	\$ 58,321,900



Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$300,000 of General Fund Unassigned Balance for legally obligated claims for the Richland County Risk Management Department **[THIRD READING] [PAGES 79-83]**

Notes

May 28, 2013 - The Committee unanimously approved the recommendation that Council approve the budget amendment to Risk Management in the amount of \$300,000 to pay liability claims for FY-13. The Committee directed staff to evaluate the history of claims filed against the County based on the comments of the Finance department on p. 27 of the ROA: "It may be advantageous for the County to evaluate the claims history (paid type, functions responsible and frequency) to determine if a policy or practice change[s] could save the County money."

First Reading: June 4, 2013

Second Reading: June 18, 2013

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: FY-13 Budget Amendment for Risk Management

A. Purpose

County Council is requested to approve a budget amendment to Risk Management in the amount of \$300,000 to pay liability claims for FY-13.

B. Background / Discussion

The budget to pay liability claims for the fiscal year 2012-2013 is \$1,478,048. It is projected that claims the County is legally obligated to pay will exceed the budgeted amount.

C. Legislative / Chronological History

The legislative history was establishing the above budget. Since it was passed more severe claims than anticipated have occurred.

D. Financial Impact

The general fund will be reduced by \$300,000. Any amount not paid for claims will be returned to the general fund.

E. Alternatives

1. Approve the request to cover liability claims through June 30, 2013.
2. Do not approve the budget amendment request.

F. Recommendation

Approving the budget request is recommended.

Recommended by: David Chambers Department: Risk Management Date: May 2, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5//6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a funding decision for Council but based on the information provided and since it is related to liability claims I would recommend approval. As stated any unspent appropriations would be stay in the general fund balance. It may be advantageous for the County to evaluate the claims history (paid type, functions responsible and frequency) to determine if a policy or practice changes could save the County money.

Year-to-date for fiscal year 2013 the County has paid \$860k compared to \$970k in FY12. Total paid in FY12 was \$1.4m. Approval as request would require a budget amendment and use fund balance.

Legal

Reviewed by: Elizabeth McLean

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 5/20/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval, with funds to come from the General Fund fund balance.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.GF_14

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO APPROVE AND APPROPRIATE \$300,000 OF GENERAL FUND UNASSIGNED BALANCE FOR LEGALLY OBLIGATED CLAIMS FOR THE RICHLAND COUNTY RISK MANAGEMENT DEPARTMENT.

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

SECTION I. That the amount of three hundred thousand dollars (\$300,000) be appropriated specifically to the Richland County Risk Management Department for “Legally Obligated Claims”. Therefore, the Fiscal Year 2012-2013 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2012 as amended:	\$ 150,088,731
Appropriation of General Fund unassigned fund balance	\$ <u>300,000</u>
Total General Fund Revenue as Amended:	\$ 150,388,731

EXPENDITURES

Expenditures appropriated July 1, 2012 as amended:	\$ 150,088,731
Increase to Risk Management	\$ <u>300,000</u>
Total General Fund Expenditures as Amended:	\$ 150,388,731

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE _____ DAY
OF _____, 2013

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-13, Emergency Maintenance of Roads; so as to delete subsection (c) in its entirety [**THIRD READING**] [**PAGES 84-88**]

Notes

First Reading: June 4, 2013
Second Reading: June 18, 2013
Third Reading:
Public Hearing:

VI. Richland County Council Request of Action

Subject: Amendments to Section 21-13. Emergency Maintenance of Roads

A. Purpose

Amend section (c) to allow Public Works to provide emergency maintenance to residents of private driveway subdivisions (see Appendix A).

B. Background / Discussion

Under the authority of Sec. 21-13 Public Works provides emergency maintenance on roads not part of our road maintenance system. Public Works has noted that approximately 25 % of the requests come from residents on private driveway subdivisions, which are presently exempted by this section. In our experience this class of roads have been some of the worst inspected.

C. Legislative / Chronological History

Existing ordinance

Sec. 21-13. Emergency maintenance of roads.

(a) No work may be performed on any roadway not already maintained by the county unless the county administrator determines that access to such roadway is necessary for the performance of one or more public functions, the following conditions exist:

(1) Such a roadway is the only access for one or more property owners or residences, and

(2) Emergency medical services, sheriff department vehicles and other county vehicles cannot, in the lawful performance of their duties, gain full and immediate access to at least one (1) residence unless road scraping is performed, and

(3) At least one (1) of the properties to be accessed is used as a primary residence.

(b) Any work pursuant to this section will be done on a one-time basis only. In such cases, the county department of public works is limited to the minimum improvements that will allow full and immediate access to the affected residences. Crusher-run, gravel, pipe or other materials will not be routinely provided.

(c) This section is not applicable to roads providing access to private driveway subdivisions that were created under the county's land development regulations.

D. Financial Impact

45 emergency maintenance requests were received in the past year which resulted in 16 actual responses. We estimate the average response to cost \$700 in labor and materials. We estimate

the volume of responses would increase by 10 with acceptance of the requested amendments, resulting in an increased expense of \$7,000 per year.

E. Alternatives

1. Approve the request to amend section 21-13. Emergency Maintenance of Roads to expand the provision of this service to private drive subdivisions.
2. Do not approve the request to amend section 21-13. Emergency Maintenance of Roads and continue the service at its' present level.

F. Recommendation

It is recommended that Council approve the request to amend section 21-13. Emergency Maintenance of roads to expand the provision of this service to private drive subdivisions

Recommended by: David Hoops Department: Public Works Date: May 6, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/10/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/16/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 5/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval of the amendment to allow Public Works to provide emergency maintenance to private driveway subdivisions. Administration has final approval of the requests, and as indicated in the ROA, these requests are often in the worst condition; however, the ordinance currently prevents the department from providing the service to the citizens.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-13, EMERGENCY MAINTENANCE OF ROADS; SO AS TO DELETE SUBSECTION (C) IN ITS ENTIRETY.

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

SECTION I. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-13, Emergency Maintenance of Roads; is hereby amended to read as follows:

Sec. 21-13. Emergency maintenance of roads.

(a) No work may be performed on any roadway not already maintained by the county unless the county administrator determines that access to such roadway is necessary for the performance of one or more public functions, and the following conditions exist:

- (1) Such a roadway is the only access for one or more property owners or residences, and
- (2) Emergency medical services, sheriff department vehicles and other county vehicles cannot, in the lawful performance of their duties, gain full and immediate access to at least one (1) residence unless road scraping is performed, and
- (3) At least one (1) of the properties to be accessed is used as a primary residence.

(b) Any work pursuant to this section will be done on a one-time basis only. In such cases, the county department of public works is limited to the minimum improvements that will allow full and immediate access to the affected residences. Crusher-run, gravel, pipe or other materials will not be routinely provided.

~~(c) This section is not applicable to roads providing access to private driveway subdivisions that were created under the county's land development regulations.~~

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2013.

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 4, 2013 (tentative)
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

13-20MA
John Champoux
RU to RS-LD (6.75 Acres)
Knollside Drive
20500-06-18/21 & 20500-04-21 [**SECOND READING**] [**PAGES 89-90**]

Notes

First Reading: June 25, 2013
Second Reading:
Third Reading:
Public Hearing: June 25, 2013

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-13HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 20500-06-18/21 & TMS # 20500-04-21 FROM RU (RURAL DISTRICTS) TO RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICTS); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 20500-06-18/21 and TMS # 20500-04-21 from RU (Rural District) zoning to RS-LD (Residential, Single-Family – Low Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2011.

Michelle Onley
Clerk of Council

Public Hearing: June 25, 2013
First Reading: June 25, 2013
Second Reading: July 2, 2013 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

13-22MA
Terry Harris
7950 Bluff Rd.
RU to RC (12.79 Acres)
32400-02-25 [**SECOND READING**] [**PAGES 91-92**]

Notes

First Reading: June 25, 2013
Second Reading:
Third Reading:
Public Hearing: June 25, 2013

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-13HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 32400-02-25 FROM RU (RURAL DISTRICT) TO RC (RURAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 32400-02-25 from RU (Rural District) zoning to RC (Rural Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2013.

Michelle M. Onley
Clerk of Council

Public Hearing: June 25, 2013
First Reading: June 25, 2013
Second Reading: July 2, 2013 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

Department of Public Works Purchase of Small Motor Grader for Asphalt Crew [**PAGES 93-95**]

Notes

June 25, 2013 -- The Committee unanimously approved the recommendation that Council approve the purchase of a NorAm65E Compact Motor Grader in the amount of \$131,625.00 for the Roads and Drainage Division of the Department of Public Works.

Richland County Council Request of Action

Subject: Department of Public Works Purchase of Small Motor Grader for Asphalt Crew

A. Purpose

County Council is requested to approve the purchase of a NorAm 65E Compact Motor Grader in the amount of \$131,625.00 for the Roads and Drainage Division of the Department of Public Works. It is intended for the use by the Division's Asphalt Repair Crew.

B. Background / Discussion

Because this unit is more compact than standard road motor graders, it is ideally suited for asphalt work, where road repairs are done over a smaller area. This equipment is not available through the State contract, and is therefore being purchased from the National Joint Powers Alliance (NJPA) contract. This NorAm 65E compact motor grader meets the current Tier IV federal emissions standards for engines in the category of 75 to 173 horsepower, which commenced in January 2012. Tier IV final standards for this category will begin in January 2015. The equipment is manufactured in the United States. It is to be purchased from Flint Equipment Company, located in West Columbia, South Carolina, which is the local distributor and maintenance facility for this equipment.

C. Legislative / Chronological History

This request is initiated by the Department of Public Works. The purchase of this equipment is included in the department's fiscal 2013 budget.

D. Financial Impact

The financial impact on the County will be the purchase cost of the equipment which is available in the budget of the Roads and Drainage Division of the Department of Public Works. The total cost of the compact motor grader is \$131,625.00.

NorAm 65E Turbo Motor Grader	\$131,325.00
South Carolina Sales Tax	\$ 300.00
Total Cost of Motor Grader	\$131,625.00

E. Alternatives

1. Approve the request to purchase the NorAm 65E Compact Motor Grader for the Roads and Drainage Division of the Department of Public Works for the Asphalt Crew. This will allow them to better prepare the road surface for asphalt application, resulting in a more even finished result.
2. Do not approve the purchase of the equipment for the asphalt crew. This will require them to continue performing road preparation using other available equipment less suited for this purpose, resulting in a less even surface for asphalt application.

F. Recommendation

It is recommended that County Council approve the request to purchase the NorAm 65E Compact Motor Grader for the Roads and Drainage Division's Asphalt Crew.

Recommended by: David Hoops

Department: Public Works

Date: 5/3/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funds are available in the Roads budget. The department has communicated that the funds are already encumbered. See Requisition R1302696 Flint Equipment in IFAS.

Procurement

Reviewed by: Rodolfo Callwood

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/6/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval of the request to purchase the NorAm 65E Compact Motor Grader for the Roads and Drainage Division's Asphalt Crew.

Richland County Council Request of Action

Subject

Department of Public Works Purchase of Volvo G930B Motor Grader for Drainage Division [**PAGES 96-100**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve a purchase in the amount of \$167,260.00 for a new motor grader for the Roads and Drainage Division of the Department of Public Works.

Richland County Council Request of Action

Subject: Purchase of Volvo G930B Motor Grader for Roads and Drainage Division

A. Purpose

County Council is requested to approve a purchase in the amount of \$167,260.00 for a new motor grader for the Roads and Drainage Division of the Department of Public Works. The Volvo G930B will be purchased from ASC Equipment, located in Cayce, South Carolina. The equipment will be purchased from the State contract, Contract #5400004309. The cover page from the contract is attached as Appendix 1.

B. Background / Discussion

The equipment will be replacing AL003, a 2001 Komatsu Motor Grader that is well beyond the 8 year/ 7500 hour life cycle standard for this unit, and has become increasingly expensive to maintain. Over \$9,000.00 has been spent since the middle of fiscal year 2011-2012 to repair this unit, including such items as clutch and transmission repairs, brake fluid leaks, electrical repairs, and tires.

The new equipment is EPA Tier IV compliant, meeting the latest federal standards reducing nitrous oxide and particulate emissions. This purchase complies with the County directive on Air Quality policies.

C. Legislative / Chronological History

An initial request to purchase a replacement for the old Komatsu motor grader was brought before the Development and Services Committee on May 22, 2012, in the amount of \$211,794.00. A motion to move the item to full Council with a recommendation to approve the purchase passed unanimously.

At the regular session County Council meeting on June 5, 2012, questions arose regarding the emissions capability and the cost of the equipment. The item was deferred to the June 19 meeting to allow staff time to research and address the concerns expressed by Council.

The request for the motor grader purchase was subsequently withdrawn from the June 19 Regular Session County Council agenda.

The original purchase was pursued through another contract because the State contract was not available for this equipment at the time. The State initiated a bid process to renew the motor grader contract and the State awarded the bid solely to ASC Volvo, in Cayce, South Carolina. The contract information was posted in November, 2012. Base requirements were drawn up for the equipment and a meeting was held with the State contract vendor to design the unit to better meet the needs of the County. The State contract holder, ASC Equipment, provided the quote upon which this request is based, which is the second attachment. This purchase is therefore requested from the new State contract.

D. Financial Impact

The financial impact on the County will be \$167,260.00 which is the cost for the purchase of the motor grader which is available in the budget of the Roads and Drainage Division of the Department of Public Works.

Volvo G930B Motor Grader	\$166,960.00
South Carolina Sales Tax	\$ 300.00
Total Cost of Equipment	\$167,260.00

E. Alternatives

There are two alternatives available for County Council:

1. Approve the request to purchase the Volvo G930B Motor Grader for the Roads and Drainage Division, at a cost of \$167,260.00, from the current South Carolina Procurement State Contract.
2. Do not approve the request to purchase the Volvo G930B Motor Grader for the Roads and Drainage division, requiring the Public Works department to continue operating the current unit with increased maintenance costs and downtime.

F. Recommendation

It is recommended that County Council approve the State contract purchase of the Volvo G930B motor grader in the amount of \$167,260.00 from ASC Volvo.

Recommended by: David Hoops Department: Public Works Date: 5/16/13

G. Reviews

Finance

Reviewed by: Daniel Driggers	Date: 5/17/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Procurement

Reviewed by: Rodolfo Callwood	Date: 5/17/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Larry Smith	Date: 5/20/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 5/21/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Appendix 1

Cheryl Patrick, Procurement Manager
CPatrick@mmo.sc.gov
Tele: (803) 737-5717

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: R
Page: 102
Date: 08/13/2012

MAKE:

VOLVO

MODEL:

G930B (Motor Grader) [Click Here to See Contractor's Offer](#)

VENDOR:

ACS Construction Equipment USA, Inc.
2303 Airport Blvd.
Cayce, SC 29033

CONTACT NAME:

Tom Moore

PHONE NO.:

(803) 791-0740

E-MAIL ADDRESS:

tom.moore@ascvolvo.com

VENDOR NO.:

7000056458

F.E.I.N.:

20-1862082

CONTRACT NO.:

4400005538

[BACK TO TOP](#)



2303 Airport Blvd
 Cayce, SC 29033
 Office: (803) 791-0740 Fax: (803-) 791-9920

QUOTE

TO: Richland County
 400 Powell Road
 Columbia, SC 29203

Date of Issue: 03/18/2013

ATTN: Bill Peters (Fleet Service Manager)

Proposal Ref.:

Sales, Service, Parts and Rental of Construction Equipment.

Quantity	Description	Unit Price	Total
	SCMMO Statewide Motor Grader Contract SC MMO Solicitation # 5400004309		
1	Volvo G930B Motor Grader	SCMMO Base Price	\$ 153,499.00
	Options:	Option Number	
	HTE1160 11 Speed forward/ 6 speed reverse Transmission	GD31001	\$ 1,234.00
	Auto Shift for Transmission	GD31003	\$ 1,510.00
	Reversing Fan	GD34009	\$ 809.00
	Opening Lower Front	GD43001	\$ 605.00
	Air Suspension Seat-Cloth	GD46003	\$ 1,103.00
	Radio & CD Player	GD47001	\$ 865.00
	Collapsible Lunch Box & Drink Container	GD49107	\$ 111.00
	Blade Lights (4)	GD55002	\$ 371.00
	1550 CCA AGM High Capacity Battery	GD59202	\$ 785.00
	#2 Circuit to front LH Side	GD62001	\$ 283.00
	Mid Mount Scarifier, w/5 teeth	GD12775100	\$ 5,785.00
	Total Price with Options		\$ 166,960.00
	SC SALES TAX		\$ 300.00
	Overall Total Including Tax		\$ 167,260.00

Quotations: This quotation is not binding until accepted by an officer of ASC. Items quoted are subject to all local, state and federal taxes. Prices quoted are subject to change due to manufacturers adjustments.

Shipment: TBD

Terms: Cash

By: CHARLES FRICK

Richland County Council Request of Action

Subject

Review categorizing zoning districts that allows for more "sub-categories" in the various districts and eliminate general categories [**PAGES 101-105**]

Notes

June 25, 2013 - A motion was approved to accept staff's recommendation to defer this item until the Comprehensive Plan has been updated. Staff will provide a schedule to Council for the completion of the Plan when it becomes available.

Richland County Council Request of Action

Subject: Allow More Sub-Categories in the Various Zoning Districts

A. Purpose

County Council is requested to direct staff to review the zoning categories and consider allowing more sub-categories in the various zoning districts.

B. Background / Discussion

Establishing Zoning Districts is provided for in Chapter 29 South Carolina Local Government Comprehensive Planning Enabling Act of 1994, specifically as follows:

SECTION 6-29-720. Zoning districts; matters regulated; uniformity; zoning techniques.

(A) When the local planning commission has prepared and recommended and the governing body has adopted at least the land use element of the comprehensive plan as set forth in this chapter, the governing body of a municipality or county may adopt a zoning ordinance to help implement the comprehensive plan. The zoning ordinance shall create zoning districts of such number, shape, and size as the governing authority determines to be best suited to carry out the purposes of this chapter. Within each district the governing body may regulate:

- (1) the use of buildings, structures, and land;
- (2) the size, location, height, bulk, orientation, number of stories, erection, construction, reconstruction, alteration, demolition, or removal in whole or in part of buildings and other structures, including signage;
- (3) the density of development, use, or occupancy of buildings, structures, or land;
- (4) the areas and dimensions of land, water, and air space to be occupied by buildings and structures, and the size of yards, courts, and other open spaces;
- (5) the amount of off-street parking and loading that must be provided, and restrictions or requirements related to the entry or use of motor vehicles on the land;
- (6) other aspects of the site plan including, but not limited to, tree preservation, landscaping, buffers, lighting, and curb cuts; and
- (7) other aspects of the development and use of land or structures necessary to accomplish the purposes set forth throughout this chapter.

(B) The regulations must be made in accordance with the comprehensive plan for the jurisdiction, and be made with a view to promoting the purposes set forth throughout this chapter. Except as provided in this chapter, all of these regulations must be uniform for

each class or kind of building, structure, or use throughout each district, but the regulations in one district may differ from those in other districts.

(C) The zoning ordinance may utilize the following or any other zoning and planning techniques for implementation of the goals specified above. Failure to specify a particular technique does not cause use of that technique to be viewed as beyond the power of the local government choosing to use it:

(1) "cluster development" or the grouping of residential, commercial, or industrial uses within a subdivision or development site, permitting a reduction in the otherwise applicable lot size, while preserving substantial open space on the remainder of the parcel;

(2) "floating zone" or a zone which is described in the text of a zoning ordinance but is unmapped. A property owner may petition for the zone to be applied to a particular parcel meeting the minimum zoning district area requirements of the zoning ordinance through legislative action;

(3) "performance zoning" or zoning which specifies a minimum requirement or maximum limit on the effects of a land use rather than, or in addition to, specifying the use itself, simultaneously assuring compatibility with surrounding development and increasing a developer's flexibility;

(4) "planned development district" or a development project comprised of housing of different types and densities and of compatible commercial uses, or shopping centers, office parks, and mixed-use developments. A planned development district is established by rezoning prior to development and is characterized by a unified site design for a mixed use development;

(5) "overlay zone" or a zone which imposes a set of requirements or relaxes a set of requirements imposed by the underlying zoning district when there is a special public interest in a particular geographic area that does not coincide with the underlying zone boundaries;

(6) "conditional uses" or zoning ordinance provisions that impose conditions, restrictions, or limitations on a permitted use that are in addition to the restrictions applicable to all land in the zoning district. The conditions, restrictions, or limitations must be set forth in the text of the zoning ordinance; and

(7) "priority investment zone" in which the governing authority adopts market-based incentives or relaxes or eliminates nonessential housing regulatory requirements, as these terms are defined in this chapter, to encourage private development in the priority investment zone. The governing authority also may provide that traditional neighborhood design and affordable housing, as these terms are defined in this chapter, must be permitted within the priority investment zone.

Making modifications to the County's Zoning Districts would require a text amendment.

C. Legislative / Chronological History

On April 16, 2013, Council approved a motion sponsored by the Honorable Bill Malinowski as follows:

“Staff is requested to take an in depth look at current Richland County zoning requirements and consider categorizing them in a way to allow for more sub-categories in the various zoning districts. Uses permitted should be worked on for a more cohesive/like basis to eliminate the general categories currently in existence.”

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to direct staff to consider having more sub-categories in the various zoning districts.
2. Do not direct approve the request to direct staff to consider having more sub-categories in the various zoning districts.

F. Recommendation

Recommended by: Bill Malinowski Department: County Council Date: 4/22/13

G. Reviews

Finance

Reviewed by: Daniel Driggers	Date: 5/15/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Planning

Reviewed by: Tracy Hegler	Date: 5/20/13
<input type="checkbox"/> Recommend Council approval	<input checked="" type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

The Planning Department believes the County’s zoning districts and allowable land uses should be updated. However, this effort would be better informed after the Comprehensive Plan elements have been updated to provide the appropriate guidance for zoning and land use decisions. It is the intent of the Department to begin updating certain elements of the Comp Plan, such as the Future Land Use Element, as directed by Council at their 2013 retreat, this year.

Legal

Reviewed by: Larry Smith	Date: 5/20/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 5/23/12
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Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommend denial until the
Comprehensive Plan is updated.

Richland County Council Request of Action

Subject

Residential Parking Permits in Portions of Olympia and Neighboring Communities [**PAGES 106-117**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve a request for staff to look into residential parking permits for the designated County portions of Olympia and neighboring communities, and possibly approve an ordinance amendment in Chapter 17 of the Richland County Code of Ordinances with regards to requiring a residential permit parking district in those areas of the County.

Richland County Council Request of Action

Subject: Residential Parking Permits in Portions of Olympia and Neighboring Communities

A. Purpose

County Council is requested to approve a request to ask staff to look into residential parking permits for the designated County portions of Olympia and neighboring communities, and possibly approve an ordinance amendment in Chapter 17 of the Richland County Code of Ordinances with regards to requiring a residential permit parking district in those areas of the County.

B. Background / Discussion

On February 5, 2013 – Council presented a motion to ask staff to look into residential parking permits for the County portions of Olympia and neighboring communities. This motion was forwarded to the March 2013 D&S Committee.

On January 28, 2013, a Richland County citizen sent an e-mail to the Honorable Kelvin Washington, Sr. and the Honorable Seth Rose, as follows:

“I wonder if it would be prudent to introduce an ordinance that addresses residential parking permitting. The city has successfully utilized permitting in neighborhoods that are inundated with student rental. Given the trouble we have experienced with the 1101 & 1103 Olympia Avenue practice of doubling up, it may be a good way to address the parking problem in our urban, rental heavy neighborhood.

“With the new 230 bed apartment development in front of the Olympia Mills, the city portions of Olympia, Granby and Whaley Street neighborhoods are planning to pursue permitting in anticipation of the overflow from those apartments. That overflow would move onto Olympia Avenue and adjacent side streets.”

As the County currently does not provide or enforce parking permits, Staff contacted the City of Columbia to see how their program works, and explore the option of developing an Intergovernmental Agreement (IGA) with the City if they, in turn, would be open to enforcing this parking requirement.

The City’s Ordinance for Residential Permit Parking Districts is attached as information. They currently have two proposed residential permit parking districts in Olympia, which are created by petition (maps attached).

A brief conversation with the City’s Parking Services Director indicates agreement to provide permits and enforce them within the newly designated County Residential Parking District, should it be approved. This would be achieved through an agreement whereby the County authorizes another agency to issue citations (a similar letter is attached allowing the US Marshall to issue citations in the City of Columbia). The residential parking ordinance would have to allow this, as well, similar to the City’s (relevant portion shown below).

Sec. 12-79. - Violations; citations; penalty.

(a)

It shall be the duty of city police officers, other city employees, designated by the city manager, **or any other state or federal government agency designated by the city manager** with such responsibility to report:

(1)

The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked in violation of any of the provisions of this division;

(2)

The state license number of such vehicle; and

(3)

Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(b)

Each such police officer, other city employees designated by the city manager, **or any other state or federal government agency designated by the city manager** shall also attach to such vehicle a notice to the owner thereof that such vehicle has been parked in violation of a provision of this division, stating the bond set by the city court in regard to such violation.

(c)

In any parking meter zone, every hour or fraction of any hour of overtime parking shall constitute a separate offense.

(d)

Persons who receive a parking ticket may elect to pay the bond amount of the parking ticket or they may invoke the right of trial upon their acceptance of a courtesy summons in substitution of each parking ticket issued. Upon receiving a request for such trial, a courtesy summons shall be issued and a copy of that courtesy summons will be mailed to the owner's address listed in the vehicle's registration information along with the date and time of the trial. The original courtesy summons will be served at the time of the trial. Service of a courtesy summons vests the municipal court with jurisdiction to hear and dispose of the charge for which the courtesy summons was issued and served. Upon conviction after trial, the person shall be punished for each violation in accordance with [section 1-5](#).

C. Legislative / Chronological History

At the February 5, 2013 Council meeting, a motion was made by the Honorable Seth Rose, which was forwarded to the March 26, 2013 D&S Committee agenda:

- CODE OF ORDINANCES
Chapter 12 - MOTOR VEHICLES AND TRAFFIC
ARTICLE II. - STOPPING, STANDING AND PARKING

DIVISION 3. - RESIDENTIAL PERMIT PARKING DISTRICTS

DIVISION 3. - RESIDENTIAL PERMIT PARKING DISTRICTS ^[3]

[Sec. 12-101. - Definitions.](#)

[Sec. 12-102. - Purpose of division.](#)

[Sec. 12-103. - Designation by council.](#)

[Sec. 12-104. - Survey and recommendation.](#)

[Sec. 12-105. - Parking limitations; posting of signs.](#)

[Sec. 12-106. - Resident and tenant permits.](#)

[Sec. 12-107. - Visitor permits.](#)

[Sec. 12-108. - Special permits; exemptions.](#)

[Sec. 12-109. - Obedience to parking regulations.](#)

[Sec. 12-110. - Permits to be property of city; confiscation of permits.](#)

[Sec. 12-111. - Permit fees.](#)

[Sec. 12-112. - Violations; citations; penalty.](#)

[Sec. 12-113. - Disposition of fees and fines.](#)

[Sec. 12-114. - Denial or cancellation of permit.](#)

[Sec. 12-115. - Appeals.](#)

[Secs. 12-116—12-119. - Reserved.](#)

Sec. 12-101. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Owned vehicles means automobiles registered at addresses in a permit parking district and operated on a regular basis by resident owners or tenants of residential units within a permit parking district.

Permit parking district means a residential district designated by resolution of the city council in which certain parking is limited to a specified time period, except to vehicles displaying a permit as provided in this division.

Visitor means a person or persons parking their vehicle in a permit parking district for the purpose of visiting the permit holder at the physical residence of the permit holder.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-102. - Purpose of division.

The purpose of this division is to reduce hazardous traffic conditions resulting from the use of streets within areas zoned for residential uses for the parking of vehicles by persons utilizing adjacent commercial, industrial, educational, recreational, governmental or institutional uses; to protect such

districts from polluted air, excessive noise, litter and refuse caused by the entry of such vehicles; to protect the residents of such districts from unreasonable burdens in gaining access to their residences; to preserve the character of such districts as residential districts; to promote efficiency in the maintenance of residential streets in a clean and safe condition; to preserve the value of the property in such districts; and to preserve the safety of children, other pedestrians and traffic in the district, as well as the peace, good order, comfort, convenience and welfare of the inhabitants of the city.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-103. - Designation by council.

Whenever the city council shall determine, after a traffic survey of a particular residential area of the city and after a public hearing, that such an area is severely impacted by nonresidential on-street parking by reason of adjacent commercial, industrial, educational, recreational, governmental or institutional uses, such residential area may be designated as a permit parking district.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-104. - Survey and recommendation.

- (a) Upon receipt of a petition signed by more than 50 percent of the resident property owners of a contiguous area, the department designated by the city manager to enforce residential parking permit regulations shall conduct a survey to determine whether such area should be designated as a permit parking district.
- (b) The department designated by the city manager to enforce residential parking permit regulations may adjust the boundaries of the proposed area if it is determined that the purposes of this division will be best served by such adjustment.
- (c) The department designated by the city manager to enforce residential parking permit regulations will conduct a block-by-block survey of the proposed area on a weekday. If more than 75 percent of the parking spaces are occupied by vehicles, 50 percent of which are not registered at addresses in the area, then the department designated by the city manager to enforce residential parking permit regulations shall certify the area as a proposed permit parking district and report his findings and recommendations to the city council; provided, however, if the area fails to qualify, the department designated by the city manager to enforce residential parking permit regulations may conduct additional surveys, if in the department's opinion the area is sufficiently impacted by nonresidential uses and further counts may be reasonably warranted.
- (d) Upon receipt of the findings and recommendations of the department designated by the city manager to enforce residential parking permit regulations, the city council shall set a public hearing and may by resolution designate such area as a permit parking district and set the hours of regulation.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-105. - Parking limitations; posting of signs.

Upon designation by the council of a permit parking district, the department designated by the city manager to enforce residential parking permit regulations shall designate within the district an adequate number of on-street parking spaces to reasonably ensure sufficient parking to residents and visitors of residents of the district. In such district, appropriate signs giving notice of the designation of the district as a permit parking district will be posted restricting all parking during the hours specified on such signs, except parking by the holders of permits for that district granted under this division.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-106. - Resident and tenant permits.

- (a) When an area has been designated as a permit parking district, each residential unit in the particular district may be issued by the department designated by the city manager to enforce residential parking permit regulations a maximum of two permits entitling owned vehicles to park in the

restricted district. No vehicles shall receive a permit for more than one permit parking district at the same time.

- (b) Upon showing proof of residency, any tenant living in a permit parking district who operates a vehicle may be issued, by the department designated by the city manager to enforce residential parking permit regulations, a permit entitling such vehicle to park in the restricted district. A vehicle may be entitled to a permit during such time as the tenant resides at the location designated on the application for the permit itself, and the permit shall automatically become void when the tenant vacates that location.
- (c) The department designated by the city manager to enforce residential parking permit regulations may require an exterior inspection of the tenant property prior to the issuance of a permit. Where off-street parking exists at the tenant address, permits shall be issued only if the number of off-street spaces is less than the maximum number of tenant permits which may be issued for the rental unit(s)

(Ord. No. 2008-050, 1-7-09)

Sec. 12-107. - Visitor permits.

Every resident of a permit parking district shall be entitled to three portable visitor permits that shall be used for visitors of the residents of the area. Every tenant of the district shall be entitled to one portable visitor permit; provided that, if two or more tenants occupy the same rental unit, the tenants shall be entitled to a maximum of one visitor permit per rental unit. Tenants in rental units with available off-street parking for visitors shall not be entitled to a visitor's pass. The department designated by the city manager to enforce residential parking permit regulations may require an exterior inspection of the tenant property prior to the issuance of a permit. Where off-street parking exists at the tenant address, permits shall be issued only if the number of off-street spaces is less than the maximum number of tenant permits which may be issued for the rental unit.

At such time as the number of the number of residential parking permits exceeds the number of available on-street designated parking spaces such that adding more permits would cause undue congestion, the issuance of tenant visitor passes may be suspended.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-108. - Special permits; exemptions.

- (a) Each resident and tenant of a permit parking district may obtain from the department designated by the city manager to enforce residential parking permit regulations special parking permits for stated times on a temporary basis for meetings, gatherings, funerals, social occasions and similar events occurring at the residential unit of the individual requesting the special permit. Application for a special permit shall be made 24 hours in advance to the department designated by the city manager to enforce residential parking permit regulations in writing stating the time and duration for which the permit is requested, the address and the approximate number of vehicles contemplated. It shall be unlawful for any person requesting a special permit to abuse this section or make false statements in requesting a special permit. Upon violation, the department designated by the city manager to enforce residential parking permit regulations shall immediately cancel all permits issued to the individual and the individual shall be subject to prosecution for violation of this division.
- (b) Any truck or vehicle providing repairs, deliveries or other services to a resident of the area shall be exempted from the provisions of this division.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-109. - Obedience to parking regulations.

No permit issued pursuant to this division shall entitle a person to park a vehicle on yellow lines in bus stops, loading zones, or fire hydrant or other prohibited zones, or to violate any applicable parking law.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-110. - Permits to be property of city; confiscation of permits.

All permits issued under this division shall remain the property of the city. A resident permit found on a vehicle not registered at an address in the permit parking district shall be summarily confiscated by the department designated by the city manager to enforce residential parking permit regulations.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-111. - Permit fees.

Fees will be charged as follows for permits issued under this division:

- (1) Owner occupant vehicle permits: \$5.00 per vehicle for a 24-month period
- (2) Tenant vehicle permits: \$10.00 per vehicle for a 6-month period.
- (3) Owner occupant visitor permits: \$1.00 per vehicle.
- (4) Tenant Visitor permits: \$5.00 per vehicle.
- (5) Transfer to another vehicle: \$1.00 per vehicle.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-112. - Violations; citations; penalty.

- (a) Except as otherwise provided in this division, it shall be unlawful for any person to park a vehicle in a permit parking district without a permit or visitor's permit during any posted hours.
- (b) Upon violation of this division, there shall be attached to such vehicle a citation to the owner thereof that such vehicle has been parked in violation of a provision of this division, stating the bond set by the court for such violation. Every person convicted of a violation of any of the provisions of this division shall be punished for each such violation by a fine of not less than \$25.00.
- (c) Any vehicle parked in violation of a provision of this division for more than 12 consecutive hours shall constitute a public nuisance and shall be summarily towed at the expense of the owner. In such cases, a notice shall be affixed to the vehicle a minimum of 24 hours prior to towing.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-113. - Disposition of fees and fines.

The funds derived from parking permits and fines as provided in this division are hereby levied and assessed to provide for the proper regulation and control of traffic upon the public streets, and to cover the cost of the supervision, inspection, installation, operation, maintenance, control, enforcement and regulation of the parking of vehicles in the permit parking district created by this division.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-114. - Denial or cancellation of permit.

The department designated by the city manager to enforce residential parking permit regulations shall have the power to deny the issuance of a permit under this division or cancel an existing permit if the vehicle is not an owned vehicle or the vehicle does not meet the criteria of this division, or if any individual is abusing the rights and privileges granted under this division. Upon cancellation of a permit, it shall be unlawful to use it, and the holder shall surrender the permit to the department designated by the city manager to enforce residential parking permit regulations immediately upon request.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-115. - Appeals.

Any person aggrieved by the denial or cancellation of a permit under this division shall have the right to appeal such denial or cancellation to the head of the department designated by the city manager to enforce residential parking permit regulations upon written notice to the head of the department designated by the city manager to enforce residential parking permit regulations within ten days of such denial or cancellation.

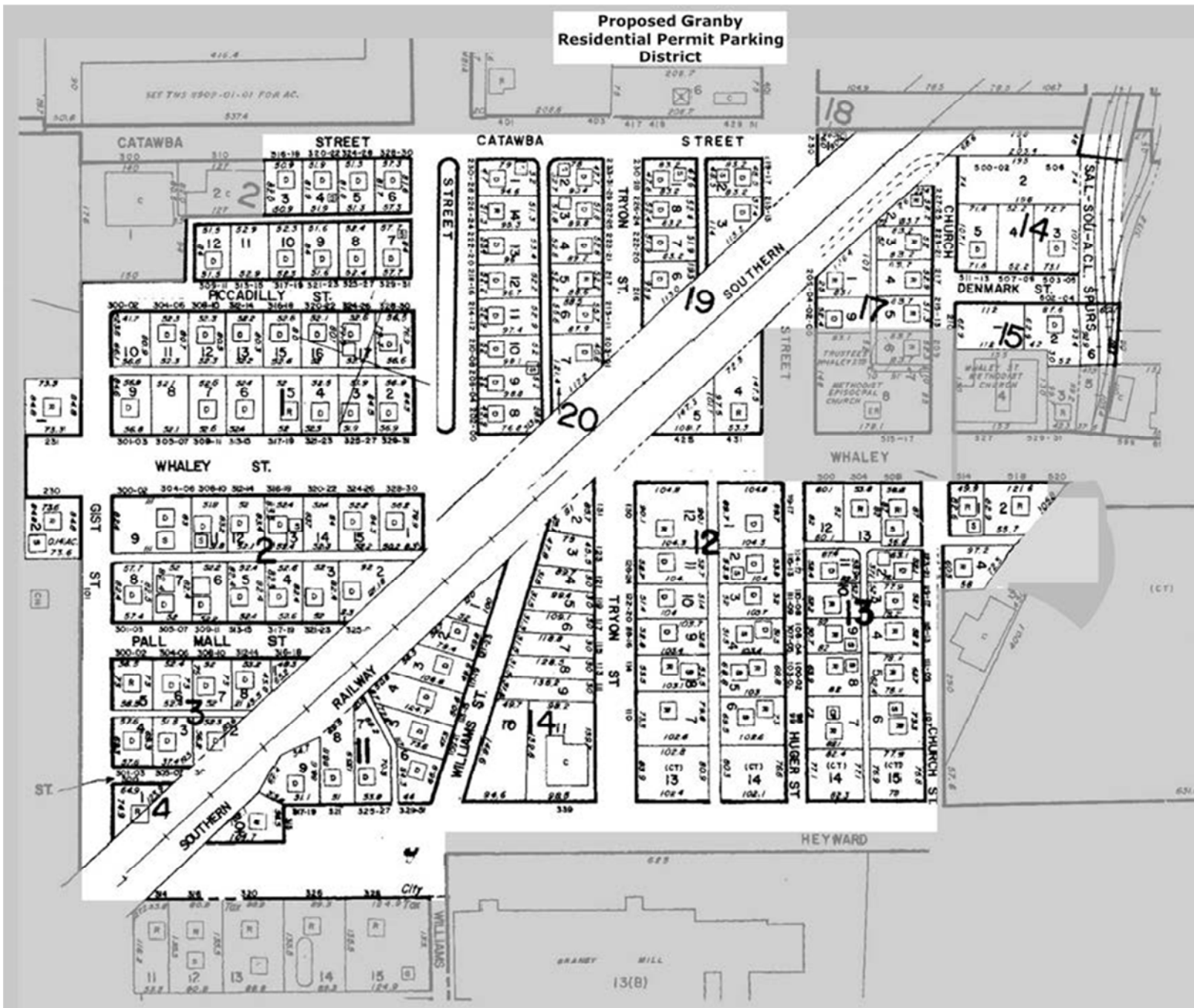
(Ord. No. 2008-050, 1-7-09)

Secs. 12-116—12-119. - Reserved.

FOOTNOTE(S):

--- (3) ---

Editor's note— Ord. No. 2008-050, adopted Nov. 5, 2008, amended and restated former Div. 3, §§ 12-101—12-115, in its entirety to read as herein set out. Former Div. 3 pertained to the same subject matter and derived from the Code of 1979. ([Back](#))





CITY OF COLUMBIA
SOUTH CAROLINA

OFFICE OF THE CITY MANAGER / P.O. BOX 147 / COLUMBIA, S.C. 29217

May 14, 2003

Mr. John Radney
U.S. Marshall's Service
1845 Assembly Street
Columbia, S.C. 29201

Dear Mr. Radney:

This letter is to inform you that I am authorizing the U.S. Marshall's Office in Columbia as an agency which can write City of Columbia parking tickets on property controlled by the U.S. Government within the corporate limits of the City of Columbia.

This is being done in accordance with the Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 2, Parking Meter Zones, Sec. 12-79, as amended by Columbia City Council May 7, 2003.

Should you have any questions, please contact John Spade at 545-3070.

Sincerely,

Charles Austin
Interim City Manager

Richland County Council Request of Action

Subject

Hold Workshop with SCDOT re: Transportation Penny IGA [**PAGES 118-178**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve the request to hold a Work Session with the SCDOT regarding the Transportation Penny IGA after the Transportation Penny Director and SCDOT formulate a draft / proposed IGA (Alternative No. 2).

Richland County Council Request of Action

Subject: Hold Workshop with SCDOT re: Transportation Penny IGA

A. Purpose

Council is requested to provide direction with regards to holding a workshop with the SC Department of Transportation (SCDOT) regarding the Intergovernmental Agreement (IGA) associated with the Transportation Penny.

B. Background / Discussion

Councilman Jackson made the following motion at the May 21, 2013 Council Meeting:

Have a workshop with Council with South Carolina Department of Transportation ASAP on the IGA with the Penny Sales Tax.

The referendum was passed on November 6, 2012, the county starts collecting the penny on May 1, 2013. Currently we do not have an IGA or a Transportation Director / Engineer. This is a priority and needs to be done immediately. Every day without a transportation person and an IGA puts us behind. [Jackson]

Council has approved proceeding with an IGA similar to that of York and Beaufort Counties. This was determined after reviewing the components of various IGA's SCDOT has with other counties with either the Transportation Penny, or the Capital Projects Sales Tax. This document is attached for your convenience. Staff has obtained copies of the York and Beaufort IGA's, which are also attached here for your convenience.

Administration has also held meetings with SCDOT representatives regarding the forthcoming IGA. However, at this time, it is Administration's recommendation that we wait until we hire the County's Transportation Penny Director so that this individual may meet with SCDOT representatives, and finalize the County's proposed IGA. The Director's input on this document is crucial. (Note: The Administrator anticipates making an offer for the Transportation Penny Director position by mid to late June. It is understood that time is of the essence with regards to this position, the IGA with SCDOT, and the bonds. Unfortunately, the County was set back almost 5 months because of the appeals filed by Mr. Letts. However, again, staff understands the urgency of this, and all Transportation Penny associated matters.) It is further recommended that once the Transportation Penny Director and SCDOT formulate a draft / proposed IGA, a Work Session be held to review the document. Therefore, a Work Session is ultimately recommended, but at this time, such a meeting may be premature.

C. Legislative / Chronological History

Motion at May 21, 2013 Council Meeting by Councilman Jackson.

D. Financial Impact

There is no financial impact associated with holding a Work Session with the SCDOT.

E. Alternatives

1. Approve the request to immediately hold a Work Session with the SCDOT regarding the Transportation Penny IGA.
2. Approve the request to hold a Work Session with the SCDOT regarding the Transportation Penny IGA after the Transportation Penny Director and SCDOT formulate a draft / proposed IGA.
3. Do not hold a Work Session with the SCDOT regarding the Transportation Penny IGA.

F. Recommendation

Have a workshop with Council with South Carolina Department of Transportation ASAP on the IGA with the Penny Sales Tax.

Recommended by: Norman Jackson, May 21, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/13/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/14/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. When the IGA is drafted, Legal should be a part of those discussions.

Administration

Reviewed by: Roxanne Ancheta

Date: 6/17/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: While a Work Session is highly advised, and will be held, it is recommended that we wait until we hire the County's Transportation Penny Director so that this individual may meet with SCDOT representatives, and finalize the County's proposed IGA. The Director's input on this document is crucial. (Note: The Administrator anticipates making an offer for the Transportation Penny Director position by mid to late June. It is understood that time is of the essence with regards to this position, the IGA with SCDOT, and the bonds. Unfortunately, the County was set back almost 5 months because of the appeals filed by Mr. Letts. However, again, staff understands the urgency of this, and all Transportation Penny associated matters.) Once the Transportation Penny Director and SCDOT formulate a draft / proposed IGA, a Work Session will be held to review the document with Council, and for Council to provide input and direction. The Legal Department will be a critical component of the IGA, and will, therefore, be part of these discussions.

Agreement Date	Program	Funding Source(s)	Services Responsible SCDOT	Services Responsible PARTICIPANT	Responsible for Overruns	Responsible for Maintenance	Contracts in the Name Of:	Change Orders	Payments made by/for SCDOT staff costs, SCDOT Consultant Services, or SCDOT Contractor Services
May 3, 2007	Sales Tax	County and SIB	Management of Program (PE, Right of Way, Construction, CE&I, Utility Relocation)	Provide person for day to day contact and execute all agreements	County	SCDOT pending Commission action	County	All contracts and change orders in name of County	SCDOT authorized to send draw requests directly to SIB on behalf of County
June 8, 2007	Sales Tax (Roadwise)	County	Design Reviews, Review and Coordination of NEPA process, and QA oversight	All services except as shown above	County	SCDOT pending Commission action	County	County	County provides SCDOT \$2M in resurfacing annually for SCDOT's services
June 22, 2007	Sales Tax (CLOST)	County (limited General Obligation bonds backed by sales tax)	Management of Program (PE, Right of Way, Construction, CE&I, Utility Relocation)	Provide person for day to day contact and execute all agreements	County	SCDOT pending Commission action	County	All contracts and change orders in name of County	SCDOT sends draw requests directly to County
June 29, 2006	Sales Tax	Authority	Design Reviews, Review and Coordination of NEPA process, and QA oversight	All services except as shown above	Authority	SCDOT pending Commission action	Authority	Authority	SCDOT invoices Authority quarterly for SCDOT costs
October 15, 2007	Sales Tax	County	Design Reviews, Review and Coordination of NEPA process, and QA oversight	All services except as shown above	County	SCDOT pending Commission action	County	County	SCDOT invoices County quarterly for SCDOT costs
March 18, 2008	Sales Tax	County	Design Reviews, Review and Coordination of NEPA process, and QA oversight	All services except as shown above	County	SCDOT pending Commission action	County	County	SCDOT invoices County quarterly for SCDOT costs
September 3, 2009	Sales Tax	County	Management of Project (PE, Right of Way, Construction, CE&I, Utility Relocation)	Provide person for day to day contact	County	SCDOT pending Commission action	SCDOT	SCDOT - Prior approval from County if scope changes materially	SCDOT draws directly from Project Account set up by State Treasurer
May 20, 2011	Sales Tax	County	Design & plan reviews, review of pavement designs, RW acquisition, construction administration, utility relocations, CE&I	All services except as shown above	County	SCDOT pending Commission action	County	SCDOT sole discretion	SCDOT invoices County for SCDOT costs

**Cooperative Intergovernmental Agreement
between
Beaufort County, South Carolina
and the
South Carolina Department of Transportation
For
The Beaufort County Transportation Sales and Use Tax Projects**

THIS AGREEMENT is made this 18th day of March, 2008, by and between Beaufort County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

WITNESSETH THAT:

WHEREAS, the County and the Department desire to work together in the planning and implementation of the projects described in Local Question Number 2A on the November 7, 2006 General Election ballot; and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the Department is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and,

WHEREAS, the County and the Department have agreed to work together on the Beaufort County Transportation Sales and Use Tax Projects,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the Department do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve transportation facilities throughout Beaufort County as specified in Local Question Number 2A on the November 7, 2006 General Election ballot.

B. Description of Work

The proposed projects are as listed in Attachment "A". The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program". The

exact scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administration activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been set forth in Local Question Number 2A on the November 7, 2006 General Election ballot. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of the Beaufort County Council and applicable State law.

II. COMMUNICATIONS:

- A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Projects. The County and Department further agree that each party will strive to communicate at both the management level and staff level.
1. The County Engineer and/or the designated County Representative shall meet with the Program Manager from the Department on a monthly basis.
 2. Additional coordination meetings will be planned and mutually agreed upon as necessary to the coordinate the work.
- B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Projects.

III. OBLIGATIONS OF DEPARTMENT:

The Department shall act as agent for the County in the review and coordination of documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Highway Administration (FHWA) on behalf of the County to expedite the approval by FHWA of required environmental documentation.

- A. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any

employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.

- B. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project in accordance with paragraph V.F.5 herein.

IV. OBLIGATIONS OF THE COUNTY:

- A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.
- B. The County shall provide or cause to be provided all services necessary for the execution of necessary activities for the planning and execution of each Project in the Program, unless noted otherwise herein.
- C. The cost of the Program shall be borne solely by Beaufort County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All work shall be designed and constructed in conformance with the American Association of State Highway and Transportation Officials (AASHTO) manual entitled "A Policy on Geometric Design of Highways and Streets – 2001", the Manual on Uniform Traffic Control Devices (MUTCD), the Department's current edition of the "Highway Design Manual", "Preconstruction Survey Manual," all SCDOT directives and instructional bulletins, or other standards officially adopted by the Department, and the current edition of the Department's "Standard Specifications for Highway Construction" except as noted otherwise in this agreement. The current edition shall be the current edition as of the beginning of the design work for each Project. Where there is a significant delay in the completion of the design of a Project, the most current specifications may be incorporated into the contract documents. The County and the Department understand that the Projects must be completed within the financial constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the financial constraints of the Program; and, if the County desires to deviate from the provisions of the

Department's "Highway Design Manual", or other Department standards or policies, the County shall submit a description of the deviation to the Department for review and concurrence. The Department shall respond to the County within 30 business days of the time the County submits the request for review. The County shall perform all design services in accordance with State and Federal statutes and regulations, and standards established by AASHTO. Should the County and the Department be unable to resolve any issue related to the design or deviations from the applicable standards, the State Highway Engineer will make the final decision for roads that are to remain in the state system for maintenance.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- Public involvement
- Funding
- Environmental considerations including determination of necessary environmental documentation
- Traffic requirements for the Projects based on design year traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2005 would yield design year traffic projections for design year 2025. Where available, the local Lowcountry COG traffic projections would be supplied by the Department for use in these planning activities. Where these LCCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right of way issues and impacts
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

- I. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions

and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing the Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency that are necessary to complete the Projects and will coordinate and negotiate with the agency to secure the permits. All work performed must be in accordance with the Department's Environmental Consultant Scope dated June 14, 2005 and any amendments thereafter. Where required by law, the County shall submit all permit applications as agent for the Department and applications shall be in the name of the Department. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the Department for all roads in the state system.

Upon approval of the Department and other applicable regulatory agencies, Beaufort County may use credits from environmental mitigation banks controlled by or developed for use by the Department. If credits are used by the County from a mitigation bank controlled by or developed for use by the Department, the County will pay to the Department the costs of these credits as mutually agreed upon by the County and the Department.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign File Numbers and Project Numbers to all Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the Department's current edition of the "Preconstruction Survey Manual".
3. Bridge structures shall be designed using SCDOT Bridge Design memoranda, SCDOT Seismic Design Specifications for Highway Bridges dated 2001 including 2002 Interim Revisions, and AASHTO LRFD Bridge Design Specifications, 2004, including the latest Interim Specifications. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002.
4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.
5. For federally eligible projects that are potentially funded in whole or in part by the Department or FHWA, all design services shall comply with all applicable federal and state statutes and regulations from the commencement of the project. In the event that state or federal funding becomes available for one or more of the Projects during the course of the Program, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
6. Pavement designs will be developed based on ten-year traffic projections. The base year for these projections will be the scheduled date that construction is anticipated to begin. The County will use SCDOT's "Pavement Design Guidelines" dated February 2003 for determination of proposed pavement structure, amended as necessary to include current

SCDOT materials specifications. The Department's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.

7. The Department will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept, preliminary, right of way and final design. Design reviews will be accomplished by the Department and review comments will be returned to the County within 30 business days of the time the County submits the review documents to the Department. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to the Project. Projects on state maintained roadways and/or those receiving state or federal funds shall not be advanced to R/W or construction until written authorization is provided by the Department. The Department's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the Department for construction of the Project by the County. The Department agrees to provide written notice of "authority to proceed" or review comments for the final plans within 30 business days of the time the County submits the final plans for review.
8. In the event that any Project cost exceeds \$25 million and federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, and etc.). Prior Rights may be established by the following means:
 - a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
 - b. The Utility occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases, the County may elect to use Program funds for all or part of such utility relocation costs.
3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.
4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.
5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."
6. The County will honor the terms of any pre-existing agreements between SCDOT and a utility owner.
7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to SCDOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq.*, and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCDOT standard forms. The County shall acquire right of way title in fee simple for any Project that utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

The County Shall for Federally Eligible Projects

- a. Perform title searches for properties to be acquired and provide SCDOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.

- b. In accordance with SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.
- d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by SCDOT. All titles shall be recorded in the land records of Beaufort County.
- e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et. seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.
- f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.
- g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
- h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT prior to being offered to displacees. The County shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.
- i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish SCDOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for

current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.

- j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.
- k. Provide a Right-of-Way Certification in a form acceptable to SCDOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The Department Shall for Federally Eligible Projects:

- a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.
- b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.
- c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

- 1. The County will construct the Projects in conformance with the technical sections of the Department's Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the Department if there is a circumstance where there may be any significant deviation from the contract documents.
- 2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
- 3. To the extent applicable, materials shall be procured in accordance with Beaufort County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal (23CFR635) and State statutes and regulations.
- 4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The

County shall ensure testing is performed based on project quantities in accordance with the Department's Construction Manual.

5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department's road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.
6. The Department shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. Quality Control (QC) and independent QA testing shall be performed by the County as defined by the Department based on Project quantities and in accordance with the Department's Construction Manual. The County shall provide the test results and all other Quality Control/Quality Assurance documentation to the Department upon request. Where materials tested do not meet specification requirements based QA testing procedures, the County will notify SCDOT within three days of the tests being completed. The costs for these services shall be part of the total project cost. The Department shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities. The County and the Department will work together to coordinate QA services.

7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
 - a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
 - b. Contract documents will be furnished to the Department so that QA testing can be planned and performed.
 - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
 - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
 - e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the Department's Supplemental Specification on Seeding and Erosion Control Measures dated August 15, 2001. Observations will be documented on the Department's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.
8. The County shall obtain SCDOT concurrence prior to awarding any contract involving state or federal funding. The County will include the required Federal Aid Contract Provisions for all contracts that will or may use federal funding.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD, the SCDOT District 6 Daytime Lane Closure policy (current edition), and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Projects

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.
2. The Department shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the Department as described in Section V.F.5, above.

C. Tie-in Agreements

Where the limits of the Projects meet or overlap into the project limits established for projects that are or will be executed by the Department before the completion of that individual County Project, the County and the Department will develop agreements to outline provisions that would be beneficial to both the County Projects and the Department projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the Department as outlined in Section V.C.7 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by the Program are received by the Department, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 10 business days.

From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field

information necessary for accomplishing the planning, design, and right of way aspects of the Program. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the Department.

1. Planning documents
 - a. Copies of required environmental documents such as Environmental Assessments
2. Design documents
 - a. As described elsewhere in this agreement
 - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
 - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
 - d. Final Stormwater Reports
3. Right of way documents
 - a. Appraisals
 - b. Title search information
 - c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
 - d. Correspondence with property owners
 - e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
 - a. As-built drawings. In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:

- Survey centerline, and existing roadway centerline if different, with labeled stationing.
 - Existing and new right of way lines, and County easement lines
 - Final location of utility lines and appurtenances
- b. Test reports
 - c. Daily construction diaries
 - d. Maintenance Manuals
 - e. Final Completion Documents
5. Other documents
 - a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
 - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
 - c. All permits of government regulatory agencies
 6. Financial Information relative to GASB 34 reporting. At completion and acceptance of the work performed on Department owned roadways:
 - a. The cost of preliminary engineering.
 - b. The cost of right of way acquisitions.
 - c. Construction cost broken down by roadway cost and bridge cost.
 - d. Total cost of the project.

F. Certifications

Upon final completion of each Project, the County will provide a letter to the Department stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents.”

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the Department shall cooperate and consult with each other with respect to those Projects intended to be turned over to the Department for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within 90 days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County nor the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Beaufort County, South Carolina.

B. Successors/Assigns

The County and the Department each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state or federal laws or regulations. The County will coordinate with SCDOT's DBE Office when establishing goals for specific projects that include Federal Funding. The parties hereto and their

agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the Department as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Beaufort County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which

can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Bob Klink
Beaufort County Engineer
Beaufort County Engineering Division
PO Drawer 1228
Beaufort, SC 29901-1228

Notices to Department:

South Carolina Department of Transportation
Attn: State Highway Engineer
PO Box 191
Columbia, SC 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement,

notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

P. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

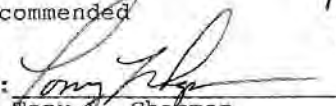
By: 
Gary Kubic
Beaufort County Administrator

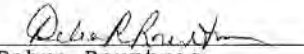
Attest: 
Bob Klink
Beaufort County Engineer

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

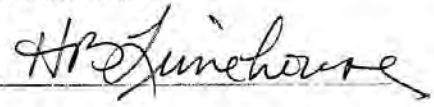
SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Recommended

By: 
Tony L. Chapman
Deputy Secretary
for Engineering

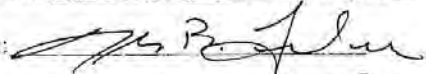
By: 
Debra Rountree
Deputy Secretary for
Finance & Administration

*MCC
JWB
RIP*

By: 

Print Name: H.B. Limehouse, Jr.

Print Title: Secretary for Transportation

Attest: 

Print Name: Douglas B. MacFarlane

Print Title: Director Contract Services
& Special Projects

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the ^{Deputy Secretary}~~Division Director~~ of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

3/14/08
(Date)


(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or
- (b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

2/29/08
(Date)



COUNTY
(Signature)

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

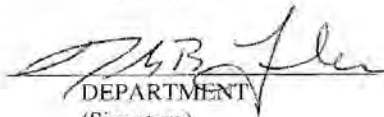
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2/29/08
(Date)



COUNTY
(Signature)

3-14-08
(Date)

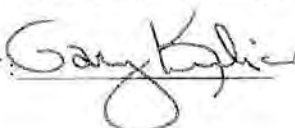


DEPARTMENT
(Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:


- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY: 

DEPARTMENT
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the Department certifies on behalf of the Department that the Department will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Department's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).



DEPARTMENT: 

Attachment "A"
Project List

Project Number	Project Name	Project Description	Estimated 1% Sales Tax Funds
No. 1	Bluffton Parkway – Phase 5 (US 278 Alternate)	New Road Construction from Buckwalter Parkway to Mackays Creek	\$50,000,000
No. 2	US 278 Improvements	From Sea Pines Circle to SC 170	\$28,000,000
No. 3	SC 170 Widening	From Bluffton Parkway to Tide Watch Dr.	\$6,000,000
No. 4	US 17 Widening	From US 21 to Colleton County Line	\$5,000,000
No. 5	US 21 (Boundary Street) Improvements	From Broad River Road to Palmetto Street	\$9,500,000
No. 6	Boundary Street Parallel Road	New Road Construction from SC 170 to Palmetto Street	\$4,200,000
No. 7	SC 802 (Ribaut Road) Improvements	From Lenora Drive to Lady's Island Drive	\$600,000
No. 8	US 21/SC 802 (Lady's Island Drive) Widening	From Ribaut Road to Sea Island Parkway	\$35,500,000
No. 9	Planning & Engineering for a Northern Beaufort ByPass	From Grays Hill to Lady's Island	\$6,000,000
No. 10	SC 802 (Savannah Highway) Widening	From SC 170 to Parris Island Gateway	\$7,200,000
TOTAL:			\$152,000,000

Attachment "B"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the Department that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the Department. The County and the Department agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the Department's Program Manager, the following procedure will be adhered to by the County and the Department. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the Department will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Project Development Engineer	District Engr. Administrator	County Engineer	2
			
Director of Preconstruction	Director of Construction	County Engineer	3
			
Dep. State Hwy. Engineer	Dep. State Hwy. Engineer	County Administrator	5

The State Highway Engineer shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the State Highway Engineer be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.

RECEIVED

NOV 7 2007

**STATE HIGHWAY
ENGINEER'S OFFICE**

November 6, 2007

Mr. Tony L. Chapman
South Carolina Department of Transportation
Division Director, Engineering
955 Park Street
Columbia, South Carolina 29201

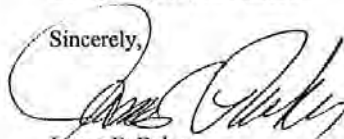
RE: 2003 York County Project Sales and Use Tax Program
Intergovernmental Agreement

Dear Mr. Chapman:

Please find enclosed two fully executed copies of the intergovernmental agreement (IGA) between the South Carolina Department of Transportation and York County for the 2003 Capital Projects Sales and Use Tax Program.

We sincerely appreciate your support in this matter as York County continues to strive towards excellence in road improvement initiatives throughout the County. Should you have any questions, please feel free to contact me at (803) 684-8511 or our Program Manager, Myron George at (803) 980-2263.

Sincerely,



James E. Baker
York County Manager

Enclosures

cc: Ms. Debra Rountree, Division Director, Finance & Administration
(without enclosures)
Mr. Mark Kettlewell, York County Engineer (without enclosures)
Mr. Myron George, Capital Management & Engineering

**Cooperative Intergovernmental Agreement
between
York County, S.C.
and the
South Carolina Department of Transportation
For
2003 York County Capital Projects Sales and Use Tax Program**

THIS AGREEMENT is made this 15th day of October, 2007, by and between York County, South Carolina hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

WITNESSETH THAT:

WHEREAS, the County and the Department desire to work together in the planning and implementation of the projects described in 2003 York County Capital Projects Sales and Use Tax Program approved by public referendum in November of 2003; and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the Department is an agency of the State of South Carolina that owns and controls the State Highway System and has the authority to enter into contracts necessary for the proper discharge of its functions and duties; and,

WHEREAS, the County and the Department have agreed to work together on the 2003 York County Capital Projects Sales and Use Tax Program, which includes improvements to routes on the State Highway System,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the Department do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to improve transportation facilities throughout York County as specified in the 2003 York County Capital Projects Sales and Use Tax referendum.

B. Description of Work

The proposed projects are as listed in Attachment "A" (attached hereto and specifically made a part of this Agreement). The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program". The exact scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administration activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program shall be as set forth in the terms of the Ordinance of the York County Council with respect to the Capital Projects Sales Tax Act and the recommendation of the Capital Projects Sales Tax Commission and approved by referendum by York County voters in 2003. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the terms of the Ordinance of the York County Council, the Capital Projects Sales Tax Act, actions of the York County Council and applicable State law.

II. COMMUNICATIONS:

A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Projects. The County and Department further agree that each party will strive to communicate at both the management level and staff level. In an effort to assure that effective communication is occurring on a regular basis, the following regular status meetings are established for the duration of the work.

1. The Chairman of the York County Council and the York County Manager will meet with the Secretary of Transportation and the State Highway Engineer of the Department on an annual basis. This meeting will occur on or about March 1 of each year.
2. In addition to the meeting in Item 1 above, the York County Manager and the State Highway Engineer of the Department shall meet on a semiannual basis. These meetings will occur on or about February 1 and August 1 of each year.
3. In addition to the meetings established above, the York County Engineer, or his designee, shall meet with the Program Manager from the Department on a monthly basis.

4. Other coordination meetings may be planned and mutually agreed upon in addition to those listed above as deemed beneficial to the coordination of the work.

B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Projects.

III. OBLIGATIONS OF DEPARTMENT:

The Department shall act as agent for the County in the review and coordination of documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Highway Administration (FHWA) on behalf of the County to expedite the approval by FHWA of required environmental documentation.

A. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.

B. Upon final completion of each Project, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project in accordance with paragraph V.E.5. herein.

IV. OBLIGATIONS OF YORK COUNTY:

A. To the extent provided by existing South Carolina law, and subject to the terms, conditions, limitations, immunities and cap contained in the South Carolina Tort Claims Act, the county may be responsible for any loss or damages resulting from bodily injury, death, or damages to property determined to have been caused by any negligent act or failure to act on the county's part or any employee of the county in the performance of the work undertaken under this agreement, but the county shall not be responsible or liable for the acts or omissions of third parties, including any independent contractor performing work on any project undertaken under this agreement.

B. The County shall provide or cause to be provided all services necessary for the execution of necessary activities for the planning and execution of each Project in the Program, unless noted otherwise herein.

- C. The cost of the Program shall be borne solely by the County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.
- D. The County shall be responsible for conducting Quality Assurance testing during construction for projects on the State Highway System.

V. GENERAL PROVISIONS:

A. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- a. Public involvement
- b. Funding
- c. Environmental considerations including determination of necessary environmental documentation
- d. Traffic requirements for the Projects based on design year traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2005 would yield design year traffic projections for design year 2025. Where available the local Rock Hill-Fort Mill Area Transportation Study (RFATS) traffic projections would be supplied by the Department for use in these planning activities. Where these RFATS traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- e. Right of way issues and impacts
- f. Constructability
- g. Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County.

The County will also carry out its work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

- i. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing the Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Updating or extending approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval authority for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency that are necessary to complete the Projects and will coordinate and negotiate with the agency to secure the permits. Where required by law, the County shall submit all permit applications as agent for the Department and applications shall be in the name of the Department.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required.

B. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign File Numbers and Project Numbers to all Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will "substantially comply" (as defined in Attachment "B") with the Department's current edition of the "Preconstruction Survey Manual", included herein by reference and specifically made a part hereof.
3. All work shall be designed in "substantial conformance" (as defined in Attachment "B") with the American Association of State Highway and Transportation Officials (AASHTO) manual entitled "A Policy on Geometric Design of Highways and Streets - 2001", the Manual on

Uniform Traffic Control Devices (MUTCD), the Department's current edition of the "Highway Design Manual", other standards officially adopted by the Department, "Requirements for Hydraulic Design Studies" and the current edition of the Department's "Standard Specifications for Highway Construction" except as noted otherwise in this agreement. The current edition shall be the current edition as of the beginning of the design work for each Project. Where there is a significant delay in the completion of the design of a Project, the most current specifications may be incorporated into the contract documents. It is the intent of both the County and the Department to design the projects in compliance with AASHTO and SCDOT Design Manual standards. However, both parties recognize that from time to time exceptions to these standards may be required. Such exceptions will be granted if both parties agree. The County and the Department understand that the Projects must be completed within the constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the constraints of the Program; and, if the County desires any substantial deviation to the provisions of the Department's "Highway Design Manual", or other Department standards or policies, the County shall submit a description of the deviation to the Department for review. The Department shall respond to the County within 15 business days of the time the County submits the request for review. Should the County not receive a response from the Department within this time frame, the County will submit the issue for resolution as described in Attachment "C"-Issue Escalation and Dispute Resolution Process" (attached hereto and specifically made a part of this Agreement). After submission to the resolution process, if the County has not received a final decision within the timeframes indicated in Attachment "C", the County may proceed with the design as it deems appropriate. The County shall perform all design services in accordance with State and Federal statutes and regulations, and standards established by AASHTO.

4. Bridge structures shall be designed using SCDOT Bridge Design memoranda, SCDOT Seismic Design Specifications for Highway Bridges dated 2001 including 2002 Interim Revisions, and AASHTO LRFD Bridge Design Specifications, 2004, including the latest Interim Specifications. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002.
5. Upon completion of the work the County shall certify that the contract documents have been prepared in "substantial conformance" with the provisions of Items 2, 3 and 4 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.

6. For Projects that are funded in whole or in part by the Department or FHWA, all design services shall be procured to meet all applicable federal and state statutes and regulations. In the event that state or federal funding becomes available for one or more of the Projects during the course of the Program, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
7. Pavement designs will be developed based on ten-year traffic projections. The base year for these projections will be the scheduled date that construction is anticipated to begin. The County will use standard AASHTO pavement design procedures for determination of proposed pavement structure.
8. At the request of the County, the Department will provide reviews of the Project concept plans and reports developed by the County at the inception of each Project and provide written review comments to the County. The Department will also provide courtesy reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept, right of way and final design. Design reviews will be accomplished by the Department and review comments will be returned to the County within 15 business days of the time the County submits the review documents to the Department except that for final plan review the Department will return the review comments within 30 business days. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the comments may not be considered in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to the Project. Along with the submission of the final plans, the County will provide a written certification to the Department stating that the final plans have been prepared in "substantial conformance" with the concept validation report. The Department agrees to provide written authorization and/or review comments for the final plans within 30 business days of the time the County submits the final plans for review. The Department's written authorization shall serve as approval of right of entry and encroachment from the Department to the County for construction of the Project.
9. In the event that any Project cost exceeds \$25 million and federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

C. Utility Activities

1. The County will plan and coordinate activities necessary for the relocation, protection or maintenance of utilities within the Project corridors as necessary for the construction of the Projects.
2. Utility relocations will generally be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, and etc.). Prior rights may be established by the following means:
 - a. The utility owner holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
 - b. The utility owner occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.
3. Where the utility owner cannot establish a prior right of occupancy, the utility owner will be required to relocate at its own expense. However, in some cases, the County may elect to use County funds for all or part of such utility relocation costs.
4. The County will prepare and obtain necessary agreements with railroads as required for the construction of the Projects.
5. To the extent federal funds may hereafter be proposed to be used, the County shall comply with the provisions of 23 C.F.R. Part 645, Subparts A and B.
6. Utilities to remain in Department rights of way, or to be relocated to a point within Department rights of way, or to be relocated within rights of way or easements to be turned over to the Department, shall be relocated in "substantial conformance" with the Department's "A Policy for Accommodating Utilities on Highway Rights of Way." The County and the Department understand that the Projects must be completed within the constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the constraints of the Program; and, if the County desires any substantial deviation to the provisions of the Department's "A Policy for Accommodating Utilities on Highway Rights of Way.", or other Department standards or policies related to utility relocations, the County shall submit a description of the deviation to the Department for review. The Department shall respond to the County within 15 business days of the time the County submits the request for review. Should the County not

receive a response from the Department within this time frame, the County may proceed with the relocation as it deems appropriate.

7. For all utilities owned by York County and existing in Department's rights of way or easements, whether these utilities are there under authority of a current prior rights agreement or encroachment agreement approved by the Department, such utilities can occupy the new rights of way or easement areas secured by York County for the Projects.
8. After a Project is completed and turned over to the Department, York County may install future utilities within the right of way or easement area secured for the Project by York County without payment of consideration if the following conditions are met:
 - a. there is sufficient physical space to install the utility within the right of way easement area, and
 - b. the utility installation will be in accordance with the Department's policy for installing such a utility, and
 - c. an encroachment permit is submitted by the County and approved by the Department.
9. The County will honor terms of any pre-existing agreements between the Department and a utility owner relating to establishment of a prior or vested right that would entitle the utility owner to compensation for the removal or relocation of utilities necessary for the construction of the Project.
10. The County will provide utility deliverables to the Department as defined in Section VI. F. 4.

D. Right of Way Acquisition Activities

1. The County will acquire property in fee simple and secure any easements in accordance with all Federal and State laws and regulations, including but not limited to the United States Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (the "Uniform Act") P.L. 91-646, 42 U.S.C. §§4601 et seq., and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedure Act ("The Act") as amended.
2. In the event of condemnation, the necessary documents as required by the Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-10 et. seq. will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. If negotiations fail, condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.

3. All right of way or easements will be secured in the name of York County. When each Project is completed the County will convey its rights for all right of way and easements, as described in Section V.D.5 below, secured by the County to the Department; however, the County will retain its rights for installation or maintenance of County owned or controlled utilities within the rights of way or easements secured for the Project in accordance with Section V.C. Utility Activities of this Agreement. The County will deliver to the Department the close-out documents as indicated in Section VI, F., 3. All pertinent "highway structures" (as defined in Attachment "B") shall be incorporated within the right of way limits established for the Project.
4. For Projects that will be partially or totally funded by State or Federal funds, the County will provide a Right of Way Certification to the Department indicating the total number of tracts involved in the Project, the method of acquisition, interests acquired, and if the acquisitions are complete. Also to be included are the total number of displacees, whether the displacee is a business, residential or personal property along with assurances that all relocations are completed prior to advertising the Project for construction. The Department and the County agree that in some instances a conditional certification may be acceptable to allow the Project to proceed to construction.
5. The County shall use reasonable care in determining whether there is reason to believe that property to be acquired for rights of way or easements may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, the County shall secure rights of entry through easements or permissions in lieu of title.
6. The County shall perform title searches for properties to be acquired and provide the Department with a Certificate of Title signed by a South Carolina attorney. The right of way documents will be turned over to the Department at the end of the Project or for Projects where State or Federal funds are used for the acquisition of rights of way, the Certificates of Title used for the acquisition process may be submitted to the Department when the right of way certification is provided to the Department. Also, for Projects where State or Federal funds are used for right of way acquisition, the County will provide the right of way agent's worksheet to the appraiser along with the preliminary title research information.
7. For Projects that will use State or Federal funds for right of way acquisition purposes, the County will provide an appraisal for each tract, if required, by an appraiser from Department's approved appraisal list. Upon request by the County, the Department agrees to add appraisers to the Department's approved appraisal list or otherwise reject the appraiser and

notify the County of its actions within 60 days of submission of the request by the County. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. If required by the Uniform Act, the County shall obtain review appraisals complying with the guidelines of the Uniform Act and a recommendation for just compensation shall be made. If the Project will use State or Federal funds for right of way acquisition purposes, the review appraisal must be approved by the Department prior to the offer of purchase being made to the Landowner. The Department agrees to provide review and approval of the appraisal and review appraisal within fifteen (15) days of submittal for approval by the County. If no State or Federal funds are used for right of way acquisition on a Project, a County official will approve just compensation.

8. Titles shall be in fee simple absolute by recordable warranty deeds or by condemnation unless otherwise approved by the Department. All titles shall be recorded in the land records of York County.
9. The County will retain all records dealing with property acquisition and all associated costs for the Project for three (3) years after the final phase of construction work on the Project, unless the records are turned over to the Department before that time. Upon thirty (30) days prior written notice to the County Manager by the Department, the County will make such records available for audit and review by the Department. The County shall make available an authorized representative to assist the Department in the audit.
10. For Projects that use State or Federal funds for the purposes of right of way acquisition, the County will establish and maintain a Quality Control and Assurance procedure for the right of way acquisition process.
11. Relocation assistance will be provided by the County in conformance with the Uniform Act. For Projects that use State or Federal funds for the purposes of right of way acquisition, all such relocation housing payment offers shall be approved by the Department prior to being offered to the displacee. The Department agrees to review and approve or provide review comments to the County within fifteen (15) calendar days of the County's submittal for approval. If the Department does not respond to the County's submittal for approval within this time frame, the Department hereby authorizes the County to proceed with the offer to the displacee. The County shall issue 90 and 30 day notices of displacement in accordance with state and federal guidelines.
12. For Projects that use State or Federal funds for the purposes of right of way acquisition, the County will provide monthly reports indicating the status of each individual tract for review by the Department.

E. Construction Activities

1. The County will construct the Projects in “substantial conformance” with the technical sections of the Department’s Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County will notify the Department if there is a circumstance where there may be any significant deviation from the contract documents.
2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
3. To the extent applicable, materials shall be procured in accordance with York County Procurement Procedures in general conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal and State statutes and regulations.
4. The County shall provide administrative, management, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in “substantial conformance” with the specifications set forth in the contract documents.
5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is “substantially complete” (as defined in Attachment “B”), the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. The County shall require that the actions on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the Project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department’s road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.

6. The Department may conduct Independent Quality Assurance (QA) testing at its own discretion. The County and the Department will work together to coordinate the QA testing. All costs associated with QA testing performed by the Department will be borne by the Department. The Department shall perform QA testing, based on Project quantities, in accordance with the Department's Construction Manual and shall provide the test results of the testing to the County. Where materials tested do not meet specification requirements, the County will be notified of the deficiencies within three days of the tests being completed.
7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
 - a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
 - b. Contract documents will be furnished to the Department so that QA testing can be planned and performed.
 - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
 - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
 - e. Erosion control reviews will be made on an as needed basis, but at least on a weekly basis. Erosion Control reviews will be made in accordance with the Department's Standard Specifications for Highway Construction, Edition 2007, included herein by reference and specifically made a part hereof, on Seeding and Erosion Control Measures. Observations will be documented on the Department's Erosion Control form. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this

Agreement. Traffic control activities shall be in accordance with the MUTCD and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone. Any closure of a state owned road must be approved in writing by the Department.

B. Maintenance of Projects

1. The County or the County's construction contractor shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.
2. The Department shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the Department as described in Section V.E.5. above.

C. Tie-in Agreements

Where the limits of the Projects meet or overlap into the project limits established for projects that are or will be executed by the Department before the completion of that individual County Project, the County and the Department will develop agreements to outline provisions that would be beneficial to both the County's project and the Department's project with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written authorization of the final construction plans by the Department as outlined in Section V.B.8 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications from landowners for encroachment permits with regard to any segment of road covered by the Program are received by the Department, it will forward those applications to the County for review to

assure that those proposed improvements described in the permit applications will not conflict with the Project plans.

3. From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field information necessary for accomplishing the planning, design, and right of way aspects of the Program. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Procedure Act Section 28-2-70(C).

E. Bikeways

The County has planned for bikeway provisions along some of the proposed Projects. The bikeway provisions will be coordinated with the other adopted bikeway plans of the municipalities and the Department including EDM No. 22. Planned bikeway projects are noted on Attachment "A".

F. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the Department.

1. Planning documents
 - a. Copies of required environmental documents such as Environmental Assessments
2. Design documents
 - a. As described elsewhere in this agreement
 - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
 - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
3. Right of way documents
 - a. Appraisals
 - b. Title certificates
 - c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. The quality of title shall be the same as acquired from the landowner by the County.
 - d. Correspondence with property owners
 - e. Diaries or agents worksheets related to the acquisition of right of way

4. Construction documents
 - a. As-built drawings. In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, a marked-up set of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. The "as-built" plans will include as-built information for utilities relocated utilities as a result of the Project.
 - b. Test reports
 - c. Daily construction diaries
 - d. Maintenance Manuals
 - e. Final Completion Documents
5. Other documents
 - a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
 - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
 - c. All permits of government regulatory agencies.
6. Financial Information relative to GASB 34 reporting. At completion and acceptance of the work performed on Department owned roadways:
 - a. The cost of preliminary engineering.
 - b. The cost of right of way acquisitions.
 - c. Construction cost broken down by roadway cost and bridge cost.
 - d. Total cost of the project.

G. Certifications

Upon final completion of each Project the County will provide a letter to the Department stating the following:

"York County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in "substantial conformance" with the contract documents."

H. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in

connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. MISCELLANEOUS GENERAL PROVISIONS:

A. Disputes

The County and the Department shall cooperate and consult with each other with respect to those Projects intended to be turned over to the Department for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "C" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "C". Should a decision agreeable to the County and the Department not be reached within the framework of the "Issue Escalation and Dispute Resolution Process" as outlined in Attachment "C", an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County or the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled as described in Attachment "B" and shall hear all disputes between York County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in York County, South Carolina.

B. Successors/Assigns

The County and the Department each binds himself, his successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state or federal laws or regulations. The parties hereto and their agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document which has been signed by the parties hereto or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the Department as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of York County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

York County
P.O. Box 66
York, SC 29745
Attention: County Manager
Cc: Melvin B. McKeown, Jr.
McKeown Law Firm
P.O. Box 299
York, SC 29745-0299

Notices to Department:

South Carolina Department of Transportation
Attn: Division Director of Construction, Engineering and
Planning
Post Office Box 191
Columbia, South Carolina 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any third party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

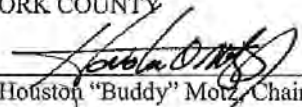
P. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

YORK COUNTY

By: 
Houston "Buddy" Motz, Chairman
York County Council

Attest: 
York County Manager

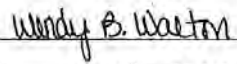
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: 

Print Name: H. B. Limehouse, Jr.

Print Title: Secretary of Transportation

Attest: 

Print Name: Wendy B. Walton

Print Title: Executive Assistant

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the Division Director of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

9/13/07
(Date)


(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Manager and duly authorized representative of the COUNTY, whose address is P.O. Box 66 – 6 S. Congress Street, York, South Carolina, and that neither I nor the above COUNTY I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or
- (b) agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

10/15/07
(Date)


(COUNTY Signature)

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10/15/07
(Date)

9-13-07
(Date)


(COUNTY Signature)


(DEPARTMENT Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:


- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY: 

DEPARTMENT
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the Department certifies on behalf of the Department that the Department will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Department's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

DEPARTMENT: 

Attachment "A"
Project List

- *1 Mt. Gallant Road (Anderson to Celanese)
- 2 Various Intersections:
 - (2a) Highway 5/Reservation Road Intersection
 - (2b) Bird Street/University Road Intersection
 - (2c) Highway 49/Paraham Road Intersection
 - (2d) SC 55/Rhyne Road Intersection
 - (2e) Mt. Gallant Road/Paraham Road Intersection
 - (2f) SC 321/Ferguson Ridge Road/Ridge Road Intersection
 - (2g) Porter Road/Firetower Road Intersection
 - (2h) Shiloh/Highway 5 Intersection
 - (2i) SC 324/Cameron Intersection
 - (2j) Rawlinson Road
- 3 SC 55 East of Clover
- *4 Fort Mill Southern By-pass
- *5 Highway 49/211/97/Nimitz Loop
- 6 Tega Cay/Gold Hill Road Connector
- 7 Highway 274 Corridor:
 - (7a) Adnah Church/Hwy 161/Hwy 274
 - (7b) Adnah Church/Hwy 5/Eastview Rd
 - (7c) Eastview Rd/Falls Rd
 - (7d) Falls Rd/Robertson Rd
 - (7e) Robertson Rd/Neely Rd
- 8 US 21 (End of Cherry 5-lane to Sutton Road)
- 9 N/A
- 10 White Street Rail Crossing and Re-align
- *11 McConnells Highway (Heckle to 324)
- *12 Mt. Gallant Road (Dave Lyle to Anderson)
- 13 SC 557 (Kingsburry to Hwy 49)
- 14 Ebinport Road (Cherry to India Hook)
- *15 SC 160 (Tom Hall to County Line)
- 16 Riverview Road (Eden Terrace to 161)
- *17 Highway 72 (SC 901 to Rambo Road)
- 18 N/A
- *19 Mt. Gallant Road (Celanese to Twin Lakes)
- 20 SC 274/279 (Pole Branch Road)
- 21 Ebenczer Road (Frank Gaston to 161)
- 22 Springhill Farm Road
- 23 SC 51 (US 21 to NC line)
- 24 Eden Terrace (Bradley to Anderson)
- 25 Highway 160 (Gold Hill to Zoar)

* Projects with proposed bikeway facilities

Attachment "B"
Definitions



Highway Structures- Items necessary for constructing and maintaining highways as shown on typical sections developed for each project.

Substantially Complete An entire road or other transportation facility is ready for safe use by the public.

Substantial Conformance/Substantially Comply- Conformance to the degree necessary to render the constructed facility adequate for the intended use and meeting most written provisions of the Department's Planning, Design, and Construction manuals and all related AASHTO standards except as specifically altered by exception to these AASHTO standards.

Attachment "C"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the Department that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the Department. The County and the Department agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the Department's Program Manager, the following procedure will be adhered to by the County and the Department. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the Department will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Regional Production Group Engineer	District Engr. Administrator	County Engineer	2
			
Director of Preconstruction	Director of Construction	County Engineer	3
			
Dep. State Hwy. Engineer	Dep. State Hwy. Engineer	County Manager	5

The State Highway Engineer shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Manager and the State Highway Engineer be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.

Richland County Council Request of Action

Subject

2013 National Aviation Week Proclamation [**PAGES 179-182**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve a request to proclaim August 18 – 24, 2013 as National Aviation Week in Richland County and issue a suitable proclamation.

Richland County Council Request of Action

Subject: 2013 National Aviation Week Proclamation

A. Purpose

County Council is requested to approve a request to proclaim August 18 – 24, 2013 as National Aviation Week in Richland County and issue a suitable proclamation.

B. Background / Discussion

President Franklin Delano Roosevelt first established National Aviation Day in 1939 to coincide with the birthday of Orville Wright. This celebration was subsequently expanded to National Aviation Week.

Richland County Council is the owner of one of the premier general aviation reliever airports in the State, which provides a vital transportation hub and economic engine for the County and region.

It is appropriate, therefore, that the Council promotes aviation and its airport during this annual celebration. A proclamation has been drafted and provided as Appendix 1 for consideration and issuance.

C. Legislative / Chronological History

Similar proclamations in honor of National Aviation Week have been presented by Richland County Council in 2011 and 2012.

D. Financial Impact

There is no financial impact associated with the issuance of this proclamation. However, the annual economic impact of the Jim Hamilton – LB Owens Airport (CUB) was analyzed as part of a statewide aviation economic impact study in 2005 and estimated at \$14.8 Million.

E. Alternatives

The alternatives available to County Council follow:

1. Approve the request to issue the proclamation.
2. Do not approve the request to issue the proclamation.

F. Recommendation

It is recommended that Council approve the request to proclaim August 18 – 24, 2013 as 2013 National Aviation Week in Richland County and issue a suitable proclamation.

Recommended by: Christopher S. Eversmann Department: Airport Date: 6/4/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/11/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 6/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval.

Appendix 1

Richland County Council Proclamation:

Whereas, Orville Wright, and his brother Wilbur, invented the first airplane to achieve powered, sustained, heavier-than-air, controlled human flight; and

Whereas, The Wright Flyer was first flown by Orville for a length of 120 feet in 12 seconds, at a speed of 6.8 miles per hour over the ground at Kill Devil Hill, North Carolina in December 1903; and

Whereas, Aviation has revolutionized all aspects of modern world history and impacts all of our lives on a daily basis; and

Whereas, The first pilot, Orville Wright, was born on August 19, 1871; and

Whereas, President Franklin Delano Roosevelt first established National Aviation Day in 1939 to coincide with the birthday of Orville Wright; and

Whereas, Richland County enjoys a direct and significant connection to these aviation pioneers through the Curtiss – Wright Hangar which still stands and is included on the National Register of Historic Places; and

Whereas, The Owens Field Municipal Airport, named in honor of Columbia’s “Flying Mayor” Dr LB Owens, was first opened in 1930 and has provided a base for commercial, military, and general aviation in Richland County over the course of its 83 year history; and

Whereas, Under the guidance of the Richland County Airport Commission, the Jim Hamilton – LB Owens Airport today is one of the premier general aviation reliever airports in the State and provides a vital transportation hub and economic engine for the County and region.

Now, therefore, the Richland County Council takes pride in proclaiming August 18th through 24th, 2013 as

NATIONAL AVIATION WEEK

We hereby encourage the promotion of education, awareness, and advancements of aviation and airports.

Richland County Council Request of Action

Subject

Staff Recognition for Wellness Efforts [**PAGES 183-186**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council invite winners of the Golden Apple Awards and participants in the "Healthy in 12" program to attend a County Council meeting. The "Healthy in 12" Program was funded by Coventry Health Care of the Carolinas and presented by Doctors Wellness Center. The request is to recognize these employees in the Council meeting as the Council deems appropriate.

Richland County Council Request of Action

Subject: Request for Staff Recognition for Wellness Efforts

A. Purpose

County Council is requested to invite winners of the Golden Apple Awards and participants in the “Healthy in 12” program to attend a County Council meeting. The “Healthy in 12” Program was funded by Coventry Health Care of the Carolinas and presented by Doctors Wellness Center. The request is to recognize these employees in the Council meeting as the Council deems appropriate.

B. Background / Discussion

1. Richland County employees who have utilized the Wellness Incentive program to make healthy changes to their lifestyles are recognized through the Golden Apple Awards. Each month the Wellness Coordinator selects an award winner and features that person in an article in the Richland County newsletter. Winners share their success stories and (if they wish) provide before-and-after statistics and pictures.

Past winners have been recognized for achievements such as these:

- Attaining more healthy weight and BMI (One award winner lost 50 lbs.)
 - Improving blood pressure and cholesterol numbers
 - Eating more fruits and vegetables, eating less meat and fewer processed foods
 - Cutting down on snack foods, sweets, starches, and carbonated drinks
 - Walking regularly, beginning exercise programs, and/or participating in long-distance running
 - Being able to enjoy sports more fully because of increased fitness levels
2. “Healthy in 12” is a comprehensive twelve-week, medically-based program that identifies employees’ current health and lifestyle risk factors and addresses those factors through an evidence-based nutrition and exercise prescription. 22 County employees participated in the first session of the “Healthy in 12” program, with 77% seeing significant weight loss, BMI loss, and reduction in blood pressure. The “Healthy in 12 Program” is presented by Doctors Wellness Center. Several employees also had their physician either reduce and/or discharge their prescription medication.

Here are a few of the most impressive statistics from last year’s “Healthy in 12” program:

- Average weight loss during the 12-week program = 19 lbs.
- Average BMI loss during the 12-week program = 2.8 kg
- Average body fat loss during the 12-week program = 2.9%
- Average waist circumference loss during the 12-week program = 3.3 in.
- Average systolic BP loss during the 12 week program = 13.3 mm Hg
- Average diastolic BP loss during the 12 week program = 8.3 mm Hg
- 2 employees had their hypertension prescriptions discharged

- 1 employee avoided being prescribed hypertension medication
- 1 employee had cholesterol prescription discharged
- 1 employee had reflux prescription discharged
- 1 employee significantly reduced his insulin dosage

The program has been so successful we have continued this program for an additional 30 employees in three seasonal groups in 2013. In addition, we have allocated funds to allow the first group of participants to continue with a 12-week maintenance program in 2013.

C. Legislative / Chronological History:

This is a staff-initiated request; therefore, there is no legislative history.

D. Financial Impact

No financial impact is anticipated.

E. Alternatives

1. Approve the request to invite Golden Apple Award winners and participants in the “Healthy in 12” program to attend a County Council meeting and recognize them by name.
2. Approve the request in part by inviting Golden Apple Award winners and participants in the “Healthy in 12” to attend a County Council meeting and recognize them by name as well as by other means that the Council deems appropriate.
3. Do not approve the request invite Golden Apple Award winners and participants in the “Healthy in 12” program to attend a County Council meeting.

F. Recommendation

It is recommended that Council invite Golden Apple Award winners and participants in the “Healthy in 12” program to attend a County Council meeting and recognize them by name.

Recommended by: Dwight Hanna Department: Human Resources Date: 6/7/13

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 6/13/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 6/14/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald Date: 6/14/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Recommend approval.

Healthy in 12



Healthy in 12 is a comprehensive twelve week medically-based program designed to make your life better. The program begins with a thorough annual physical and full lab work-up to identify current health and lifestyle risk factors. Our program will address your risk factors by emphasizing an evidence-based nutrition and exercise prescription to achieve weight loss, improve energy and fitness, reduce blood pressure and cholesterol, and positively impact heart disease and diabetes.

Nutrition Information

Nutrition Pre-Assessment

- Health/lifestyle screening
- Realistic goal setting
- Nutrition game plan

12-Weekly Nutrition Counseling Sessions

- Nutrition information to prepare you for a healthy lifestyle change
- Dietary recall with specific feedback
- Cognitive behavior therapy
- Recipes
- Menu Planning
- Grocery Store Tour

Nutrition Post-Assessment

- Discussion of healthy lifestyle changes
- Current nutrition plan
- Maintenance eating plan
- Final measurements

Fitness Information

Gym Membership

- 3-Month Wellness Membership

Fitness Pre-Assessment

- Medical history
- Healthy/lifestyle screening & risk analysis
- Cardiovascular fitness sub-max V02 test
- Cardiovascular measurements (bloodpressure, heart rate, blood O2 levels)
- Body composition measurements (body fat %, body mass index, waist & hip measurements & waist-to-hip ratio)
- Individualized exercise prescription

12 Weeks of Supervised Exercise Sessions

- 2x a week personal training sessions
- Cardiovascular Rx and Musculoskeletal Rx
- Corrective exercises and Rehabilitation
- Discussion of healthy lifestyle changes
- Maintenance exercise Rx



Doctors *Wellness* **Center**

Richland County Council Request of Action

Subject

Petition to Close a Portion of Pinner Road [**PAGES 187-201**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council consider a petition filed with the Circuit Court to close a portion of Pinner Road, which is in Richland County and is, or at some time was, maintained by the County.

Richland County Council Request of Action

Subject: Petition to Close a Portion of Pinner Road

A. Purpose

Council is requested to consider a petition filed with the Circuit Court to close a portion of Pinner Road, which is in Richland County and is, or at some time was, maintained by the County.

B. Background / Discussion

Petitioner filed with the Circuit Court to close a portion of Pinner Road, which is in Richland County and is, or at some time was, maintained by the County. Pinner Road is located to the west of the intersection of U.S. Highway 321 and Stebondale Road. All property owners either on or abutting Pinner Road were named in the petition. Petitioner requests that the court abandon or close the roadway and vest title with the all abutting landowners. A copy of the petition is attached for your convenience (including a plat view of the area). Please note that the complaint fails to name Richland County in the caption. Petitioner (City of Columbia) intends to file an amended complaint and serve such complaint on the County.

The Legal Department now needs Council's guidance in answering this lawsuit.

C. Legislative / Chronological History

None. This is a new lawsuit.

D. Financial Impact

No known financial impact at this time.

E. Alternatives

1. Approve petitioner's request to close the subject road and direct Legal to answer the suit accordingly.

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

F. Recommendation

Council's discretion.

Recommended by: Elizabeth McLean Department: Legal Date: 6/16/13

G. Reviews

Finance

Reviewed by Daniel Driggers:

Recommend Council approval

Recommend Council discretion

Comments regarding recommendation:

Date: 6/20

Recommend Council denial

Emergency Services

Reviewed by: Michael Byrd

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The issue with this request is that seven parcels will be adversely affected by the closing of this road. Additionally, closing this road would impact emergency response times. If the road is closed emergency vehicle access must be assured.

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The Planning Department does not have review or permitting authority for property within the City of Columbia. Our records indicate Pinner Road is wholly within the City.

Public Works

Reviewed by: David Hoops

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Brad Farrar

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Policy decision/Council discretion

Administration

Reviewed by: Sparty Hammett

Date: 6/21/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF Richland)
)
 City of Columbia)
)
 Plaintiff(s))
)
 vs.)
)
 Sherry R. Phillips, et al.,)
)
 Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2012-CP - 40-8300

(Please Print)
 Submitted By: Peter M. Balthazor, Assistant City Attorney
 Address: Post Office Box 667
 Columbia, South Carolina 29202

SC Bar #: 68244
 Telephone #: 803) 737-4242
 Fax #: (803) 737-4250
 Other:
 E-mail: pmbalthazor@columbiasc.net

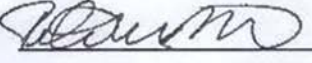
NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A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

DOCKETING INFORMATION (Check all that apply)

- *If Action is Judgment/Settlement do not complete
- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20__-CP-____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input checked="" type="checkbox"/> Other (499)
<i>Road Closing § 57-9-10</i> |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCIXOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Conun (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | | |

Submitting Party Signature: 

Date: 12.14.12

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 City of Columbia,)
)
 Petitioner,)
)
 vs.)
)
 Sherry R. Phillips, Mary Ann)
 Lovejoy, Cedric T. Bass, The)
 Columbia College, Jean Mack,)
 Nancy Johnson and Ronnie)
 Johnson, Heyward Hill, and Jonas)
 Abraham and Tabitha S. Stewart,)
)
 Respondents.)
 _____)

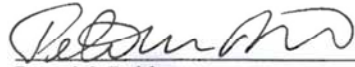
IN THE COURT OF COMMON PLEAS
 FIFTH JUDICIAL CIRCUIT
 C/A NO.: 2012 -CP-40-__

**CERTIFICATE OF EXEMPTION
 FROM ADR**

JEANETTE W. McBRIDE
 C.P. & G.S.
 2012 DEC 14 PM 3:15
 RICHLAND COUNTY
 FILED

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

- _____ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus or prohibition;
- _____ this action is appellate in nature;
- _____ this is a post-conviction relief matter;
- _____ this is a contempt of court proceeding;
- _____ this is a forfeiture proceeding brought by the State;
- _____ this is a case involving a mortgage foreclosure;
- _____ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this civil action; or,
- X **OTHER: real property – road closing proceedings.**



Peter M. Balthazor
Office of the City Attorney
Post Office Box 667
Columbia, South Carolina 29202
(803) 737-4242
Attorneys for Condemnor

December 14, 2012
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
C/A NO.: 2012 -CP-40-__

City of Columbia,)
Petitioner,)

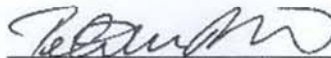
vs.)

Sherry R. Phillips, Mary Ann)
Lovejoy, Cedric T. Bass, The)
Columbia College, Jean Mack,)
Nancy Johnson and Ronnie)
Johnson, Heyward Hill, and Jonas)
Abraham and Tabitha S. Stewart,)
Respondents.)

SUMMONS

RICHLAND COUNTY
FILED
2012 DEC 14 PM 3:15
JEANETTE W. McBRIDE
C.C.P. & G.S.

YOU ARE HEREBY SUMMONED and required to answer the Petition herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Petition upon the Petitioner, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Petition within the time aforesaid, Petitioner will apply to the Court for the relief demanded in the Petition and judgment by default will be rendered against you for the relief demanded in the Petition.



PETER M. BALTHAZOR
Office of the City Attorney
Post Office Box 667
Columbia, South Carolina 29202
Telephone: (803) 737-4242
Facsimile: (803) 737-4250
Attorney for the Defendants

Columbia, South Carolina
December 14, 2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
C/A NO.: 2012 -CP-40-__

City of Columbia,)
)
Petitioner,)

vs.)

Sherry R. Phillips, Mary Ann)
Lovejoy, Cedric T. Bass, The)
Columbia College, Jean Mack,)
Nancy Johnson and Ronnie)
Johnson, Heyward Hill, and Jonas)
Abraham and Tabitha S. Stewart,)
)
Respondents.)

**PETITION TO CLOSE
PUBLIC ROAD
(PINNERS ROAD)**

JEANETTE W. McBRIDE
C.C.P. & G.S.
2012 DEC 14 PM 3:15
RICHLAND COUNTY
FILED

Petitioner would respectfully show unto this Court that:

1. Petitioner City of Columbia is a municipality in the State of South Carolina and is subject to the jurisdiction of this Court. Petitioner brings this action pursuant to S.C. Code Ann. § 57-9-10 *et seq.* (Code 1976, as amended).

2. Upon information and belief, Respondent Sherry R. Phillips is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and located on Dale Drive as more fully described in that certain deed recorded on October 7, 2008, in Deed Book 1468 at page 1884, TMS #R09313-03-02.

3. Upon information and belief, Respondent Mary Ann Lovejoy is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and located on Dale Drive and shown as Lot L, Block 6, College View, as more fully described in that certain deed recorded on December 27, 2000, in Deed Book 469 at page 2533, TMS #R09313-03-03.

4. Upon information and belief, Respondent Cedric T. Bass is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and located at the intersection of Dale Drive and Pinner Road and shown as Lot 23, Block C, as more fully described in that certain deed recorded on June 24, 2004, in Deed Book 949 at page 3834, TMS #R09313-06-01.

5. Upon information and belief, Respondent The Columbia College is a private, liberal arts college doing business in the County of Richland, South Carolina and is subject to the jurisdiction of this Court, and owns real property abutting Pinner Road and shown as Lot 1 and Lot 2, as more fully described in that certain deed recorded on April 9, 2007, in Deed Book 1301 at page 171, TMS #R09313-04-02.

6. Upon information and belief, Respondent The Columbia College is a private, liberal arts college doing business in the County of Richland, South Carolina and is subject to the jurisdiction of this Court, and owns real property abutting Pinner Road containing approximately 1.02 acres, shown as Parcel 1, as more fully described in that certain deed recorded on October 26, 2000, in Deed Book 454 at page 293, TMS #R09313-06-02.

7. Upon information and belief, Respondent Jean Mack is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and shown as Lot 20, Block C, as more fully described in that certain deed recorded on January 5, 2006, in Deed Book 1139 at page 2325, TMS #R09313-06-04.

8. Upon information and belief, Respondent Nancy E. Johnson and Respondent Ronnie Johnson are citizens and residents of Richland County, South Carolina, and own real property abutting Pinner Road and shown as Lot 1, Block G, as

more fully described in that certain deed recorded on October 15, 2003, in Deed Book 863 at page 3850, TMS #R09314-01-23.

9. Upon information and belief, Respondent Heyward Hill is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and shown as Lot 11, as more fully described in that certain deed recorded on June 30, 1993, in Deed Book 1148 at page 625, TMS # R09313-05-01.

10. Upon information and belief, Respondent Jonas Abraham and Respondent Tabitha S. Stewart are citizens and residents of Richland County, South Carolina, and own real property abutting Pinner Road and shown as Lot 13, as more fully described in that certain deed recorded on October 9, 2010, in Deed Book 953 at page 464, TMS #R09314-07-11.

11. Upon information and belief, Respondent Richland County is a governmental entity established and operating pursuant to state law. Upon information and belief, Pinner Road is within the County of Richland and Richland County Department of Public Works maintains or maintained Pinner Road as part of its road system.

12. Respondents are subject to the jurisdiction of this court and the court has subject matter jurisdiction to hear this matter.

13. Pinner Road is located in the County of Richland to the west of the intersection of U.S. Highway 321 and Stebondale Road. Exhibit A, attached hereto and incorporated herein by reference hereto, more accurately depicts the location of Pinner Road to be closed.

14. Petitioner seeks the abandonment and closing of Pinner Road described above as an interested party under Section 57-9-10 *et seq.* of the Code of Laws of South Carolina, 1976, as amended.

15. Petitioner is informed and believes that the general public will in no way be adversely affected by the closing of Pinner Road.

16. Pursuant to Section 57-9-10, *et seq.* of the Code of Laws of South Carolina 1976, as amended, Petitioner has caused a notice of intention to file this Petition to be published in The State Newspaper, a newspaper published in Richland County, once a week for three (3) consecutive weeks, a copy of the notice is attached hereto as Exhibit B. In addition, Petitioner has provided notice of its intention to file this Petition to close to any and all parties who are named as Respondents.

17. Petitioner is informed and believes that upon the abandonment and closing of Pinner Road, hereinabove described, the Court should confirm that the adjoining landowners hold fee simple title to the respective parcels abutting their property.

WHEREFORE, the Petitioner prays as follows:

A. That Pinner Road being more fully hereinabove described, be forever legally abandoned and closed, unencumbered by the rights of the public to use Pinner Road;

B. That any and all rights the general public might have in and to Pinner Road be forever barred;

C. That City of Columbia be confirmed to hold any easement rights in and to the land encompassed by Pinner Road, such easement rights not being affected by the closing of the road and/or the conveyance of fee simple title to the Respondents herein;

D. That the Respondents be confirmed to hold fee simple title to any of the respective parcels abutting Pinner Road; and

E. For such other and further relief as the Court deem just and proper.

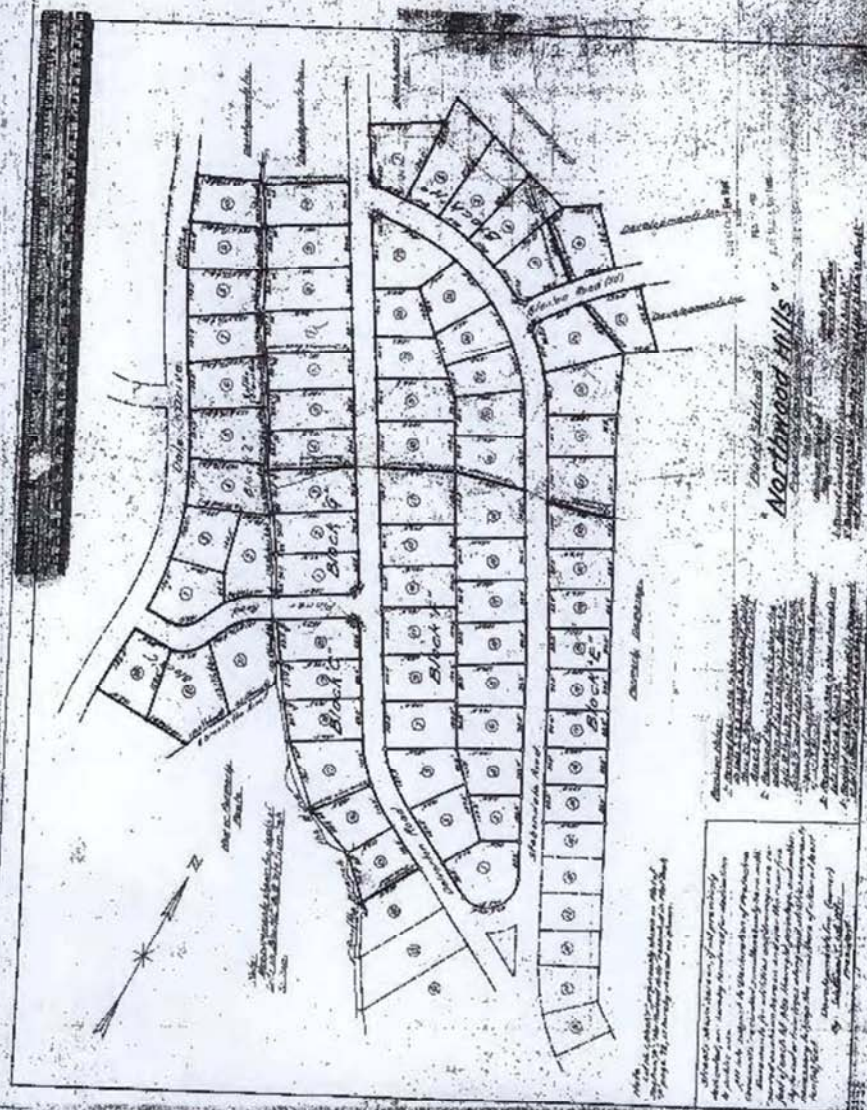


PETER M. BALTHAZOR
Office of the City Attorney
Post Office Box 667
Columbia, South Carolina 29202
Telephone: (803) 737-4242
Facsimile: (803) 737-4250
Attorney for the Defendants

Columbia, South Carolina
December 14, 2012

EXHIBIT

A



Northwood Hills
Subdivision
The following is a description of the property shown on the attached plat:
The property is situated in the County of ... State of ...
The property is bounded on the north by ...
The property is bounded on the south by ...
The property is bounded on the east by ...
The property is bounded on the west by ...
The property is divided into ... lots.
The property is shown on the attached plat.

12-584

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

EXHIBIT
B

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Emily Fernandez, Sales Operations Manager
of THE STATE, and makes oath that the advertisement,

Notice of Intention to file petition to close Pinner Rd. in the City of Columbia, S.C.
The street is located between Delverton Rd. and Dale Dr. in the Northwood Hills
Subdivision.

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

September 9, 16 and 23, 2012

Emily Fernandez

Subscribed and sworn to before me

on this day October 3, 2012

Karen L. Book

Notary Public

My commission expires
September 25, 2016.

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

NOTICE OF INTENTION TO FILE A
PETITION TO CLOSE PINNER ROAD
IN THE CITY OF COLUMBIA, RICHLAND
AND COUNTY SOUTH CAROLINA
TO ALL INTERESTED PARTIES
YOU WILL PLEASE TAKE NOTICE
that the undersigned intends to file a
Petition in the Court of Common Pleas
for Richland County, South Carolina
Case No. 2012-0014 for the closure of Pinner
Road, said road being located in the
City of Columbia between Delverton
Road and Dale Drive in the Northwood
Hills Subdivision as described in the
Easement and Right of Way Deed for
Water Developments, Inc. and County
Board of Commissioners of Richland
County, dated June 30, 1994 and re-
corded in the Office of the Register of
Deeds for Richland County at Book
27 Page 592, and as further defined
and described on the map attached
hereto and filed in the Office of the
Register of Deeds for Richland County
at Book 27 Page 592 and 593.

Notary Public
Karen L. Book
1000 Main Street, Suite 100
Columbia, SC 29202



Richland County Council Request of Action

Subject

Local Public Agency Administration [**PAGES 202-218**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve Public Works' application to become a Local Public Agency for a county-wide crosswalk project.

Richland County Council Request of Action

Subject: Local Public Agency Administration

A. Purpose

County Council is requested to approve Public Work's application to become a Local Public Agency for a county-wide crosswalk project.

B. Background / Discussion

A Local Public Agency (LPA) is an agency that has been approved by the South Carolina Department of Transportation (SCDOT) to manage transportation projects funded through SCDOT either by federal or state funds in which an LPA enters into a contractual agreement with SCDOT to manage any phase of the project development process or construction activities. The LPA guidelines are attached for reference.

In FY13, Richland County received a Transportation Enhancement grant from SCDOT in the amount of \$145,000 for a sidewalk project that will upgrade sidewalks and cross walks across the County. This grant was approved in the FY13 budget process. Becoming an LPA will allow Public Works to manage the project instead of SCDOT, which will allow the County to complete the project in a timely manner. If granted LPA status, Richland County will be allowed to manage this project as well as others in similar size or scope for the next year.

Richland County meets the eligibility requirements and feels that this project will be very difficult to manage through SCDOT as it involves numerous cross walk sites across the County. To keep cost down Public Works planned to do the engineering in-house. If the County is not LPA, the engineering would need to be outsourced to consultants significantly increasing the cost of the project. The timeline of the project would also be in SCDOT's hands which could cause costly delays. SCDOT is currently managing the Rhame Road sidewalk project for the County from 2011-12 and this project has yet to start.

In addition, the LPA application requires documentation of Contract Authority that establishes clear authority for the County to enter into a project agreement with SCDOT. If the application is approved, the Chair of County Council will be named as Contract Authority for this process, per Council Rule 2.8:

2.8 Signatures

The Chair shall sign all ordinances, resolutions and other documents authorized by the Council. In the absence of the Chair, the Vice Chair is authorized to sign official documents.

C. Legislative / Chronological History

Examples:

- June 2012 – Council approved the Transportation Enhancement grant for the crosswalk project.

D. Financial Impact

There is no financial impact associated with this request, if approved.

There would be additional costs associated with the project if the County is not chosen as an LPA. If the project is managed by SCDOT, the County would need to pay for project engineering plus any cost increases as project implementation would not occur right away. The project would be put into the SCDOT priority system and could take months or years to complete. Cost estimates for SCDOT management are not known at this time.

E. Alternatives

1. Approve the request to allow the County to apply for Local Public Agency status with SCDOT for the cross walk project. Approval will allow the County to manage this project in-house.
2. Do not approve the request to allow the County to apply for Local Public Agency status with SCDOT for the cross walk project which will pro-long the completion date and increase the cost of the cross walk project.

F. Recommendation

It is recommended that Council approve the request to allow the County to apply for Local Public Agency status with SCDOT for the cross walk project.

Recommended by: David Hoops Department: Public Works Date: 6/6/13

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 6/17/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommendation is to approve the County making application. As stated in the ROA, the SCDOT will charge an administrative fee to oversee the project due to the burden additional oversight can place on an organization’s resources. Therefore it is recommended that the County evaluate the SCDOT administrative costs associated with similar projects and consider making an internal distribution of that level of funding to ensure the County establishes appropriate resources to maintain the appropriate level of program oversight.

Legal

Reviewed by: Elizabeth McLean Date: 6/17/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.
Legal will provide assistance with all required contracts/intergovernmental agreements.

Administration

Reviewed by: Sparty Hammett Date: 6/20/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Procedures for Local Public Agency Project Administration

(Revised 6/2012)

OVERVIEW

A Local Public Agency (LPA) is defined as a county, municipal corporation, state or local authority, board, commission, agency, department or political subdivision created under the authority of the state. Local Public Agency Projects are defined as any transportation project funded through the South Carolina Department of Transportation (SCDOT) either by federal or state funds in which an LPA enters into a contractual agreement with SCDOT to manage any phase of the project development process or construction activities.

In accordance with the Code of Federal Regulations, 23CFR 1.11 and 635.105, SCDOT may delegate administration and management of certain Federal-aid projects to a Local Public Agency (LPA); however, this delegation does not relieve SCDOT of its responsibility of administering those funds.

As allowed by the Federal Highway Administration (FHWA) and SCDOT an LPA may request to perform work which is funded by Federal-aid or state transportation funds provided that the following minimum conditions are met:

1. The LPA must be adequately staffed and suitably equipped to undertake and satisfactorily complete the project.
2. The LPA must provide a full-time agency employee to be in responsible charge of the project.
3. All applicable Federal and State requirements shall be completed and documented.
4. The LPA must be approved by the LPAA according to the *LPA Qualifications Evaluation Form (Rev. 2/2010)*.

These procedures have been developed to assist SCDOT staff and local governments in the LPA project administration and project development processes. Where applicable, links in the web format of this document are provided to available materials and reference materials that may be necessary or of use to deliver the project. These procedures are designed to address the majority of LPA projects. In addition to these procedures it is critical that the project Participation Agreement (PA) be specific and detailed with regard to its intent as well as FHWA and SCDOT policies. To ensure the PA is properly prepared and meets the needs of the LPA, it is imperative that the project be well defined and specific. Project scoping is the fundamental element that will determine the basic outcome of the project. Considerable planning, review and expertise are required at this stage to ensure a successful project that meets the needs of the community while ensuring accountability during administration.

Projects are identified through the project development process, commission action, congressional designation, or local participation whereby a Local Public Agency with the authority to enter into a contractual agreement for federal or state transportation funds is considered to manage day to day operations of a project or phase of project. LPA projects can include but are not limited to Transportation Enhancements, Congestion Mitigation, Congressional Earmarks, State Earmarks, Scenic Byways Projects or any form of project in

which SCDOT federal transportation or state transportation funds may be used to finance or supplement development of a transportation project.

PROCESS PROCEDURES

Local Public Agency Administration Unit

To improve the oversight of all LPA managed projects, SCDOT has established a unit within the Local Program Administration office to manage projects administered by LPAs. This unit will be led by the Local Public Agency Administrator (LPAA). The Local Program Administration office is a part of the Engineering Division allowing authority for the entire spectrum of a project from inclusion into the Statewide Transportation Plan (STIP) through design, environmental permitting, and the completion of construction. The LPAA will be responsible for coordinating the administration and development of all LPA projects.

The responsibilities of the LPAA Unit include but are not limited to determining an LPA's ability to manage a project, leading the development of the LPA participation agreement, managing appropriate SCDOT staff during various phases of an LPA administered project, maintaining official SCDOT project files, verifying qualified invoices, making recommendations for payment, and monitoring the project closure process of a project or phase of project.

The Federal Highway Administration (FHWA) is ultimately responsible for all Federal-aid highway projects. FHWA has the authority to retain full oversight or a high level of oversight on any Federal-aid project in accordance with the SCDOT and FHWA Stewardship and Oversight Plan dated November 2007 and its addendums. On full oversight projects, FHWA personnel will, at a minimum, review and approve project designs, approve any design exceptions, approve Plans, Specifications, and Estimates (PS&E), authorize advertisement, concur in contract award, approve changes in contract (change orders, supplemental agreements, time extensions, claims, etc.), conduct project inspections including a final inspection, and prepare a Final Acceptance Report. For projects involving a high level of oversight, FHWA may elect to perform any or all of the items listed commiserate with the project type.

If any questions arise in carrying out the work under a Participation Agreement, the LPA shall contact the LPAA Unit directly to ensure the questions are answered by the appropriate SCDOT staff.

A. PROGRAMING PHASE

1. LPA Request to Manage Project

If an LPA desires to administer a project, the LPA must make a written request to the LPAA to administer and manage an identified project or phases of a project. An LPA's approval to administer federal or state funded projects will be reviewed on an annual basis. The annual review will include, but is not limited to, an update of the LPA's financial audits, revisions to approved procurement procedures, etc. The LPA will not be required to qualify for administration of subsequent projects of similar or lesser scope within the calendar year. However, the LPA will be required to submit an abridged *LPA Qualifications Evaluation Form* providing project specific information in order to

initiate and program each subsequent project once funding is received. An LPA's approval to administer a specific project is valid throughout the completion of the project unless circumstances warrant reconsideration by SCDOT.

If an LPA has been approved to administer projects of a specific scope and magnitude, the LPA is expected to administer subsequent projects of similar or lesser scope and magnitude unless extenuating circumstances prohibit the LPA's administration of those projects. Should circumstances with the local government prohibit its administration of the project, the LPA may request SCDOT to administer the project. The cost associated with administering the project shall be included in the project budget.

An LPA may request to administer a project or portions of a project on behalf of another LPA or non-profit organization that would otherwise not be eligible to administer a project. The request must include at a minimum the completed *LPA Qualifications Evaluation Form*, attached to these procedures and:

- a. a cover letter with a detailed SCOPE and budget for the work that is being requested to administer
- b. the name of the agency or organization for which the LPA is requesting to administer the project, if applicable, and
- c. if matching funds are to be provided by an agency or organization other than the requesting LPA, financial statements should be provided for both the LPA and the agency/organization as indicated in question III.B.I of the qualification application.

If no request is received, SCDOT would manage the project provided staff time is available and the project is programmed. The project would be developed through the *Project Development Process* or applicable standards and published guidelines or processes.

2. Evaluation of LPA Qualifications

SCDOT's LPAA office will evaluate the *LPA Qualifications Evaluation Form* submitted by the LPA to determine if the applicant is qualified and adequately staffed to administer the specific project or phase of a project. The LPAA may utilize SCDOT staff from both the engineering and administration departments as appropriate to assist in evaluating the various components of the request. If it is determined that the LPA has the ability to administer and manage the project or portions of a project, the LPA will be notified and the project will proceed as an LPA project and will be managed in accordance with these Procedures for Local Public Agency Project Administration. The LPAA office will notify the appropriate Headquarters (HQ) Director and or Director of Construction as to the determination and request the name of the Preconstruction Project Manager (PPM) and/or District Engineering Administrator's designee (DEA) that will be assigned to the identified project. The DEA's designee must be able to act in the capacity and with the authority of a Resident Construction Engineer (RCE) according to *SCDOT's Construction Manual*. The responsibilities and expectations of the PPM and DEA during the development of the PA will be clearly outlined in this request.

If an LPA is determined "Not Qualified," to administer the project, the LPA will be notified and SCDOT would manage the project provided staff time is available and the

project is programmed. The project would be developed through the [Project Development Process](#) or applicable standards and published guidelines or processes. The LPAA will notify the appropriate HQ Director and the Director of Construction of the identified project.

If SCDOT has determined that the LPA is “Qualified” to administer portions of a project the LPA will be notified and those portions will be managed in accordance with this directive. The LPAA will notify the appropriate HQ Director and or Director of Construction as to the portions that will be administered by SCDOT and request the name of the Preconstruction Project Manager (PPM) and or District Engineering Administrator’s designee (DEA) that will be assigned to the identified project. The DEA’s designee must be able to act in the capacity and with the authority of a Resident Construction Engineer (RCE) according to [SCDOT’s Construction Manual](#). The responsibilities and expectations of the PPM and DEA during the development of the PA will be clearly outlined in this request.

3. Identify Funding

Sources of funding that are proposed to finance and fully support an LPA project through the completion of construction are identified in the initial request by an LPA. Project estimates are necessary to determine the feasibility of proceeding with the project. Upon qualifying to administer a project, the LPA shall contact the PPM and submit documentation of the proposed project funding and project estimates. The PPM assigned to the LPA project is responsible for reviewing the proposed funding and proposed project estimates submitted by the LPA and advise the LPAA if there are sufficient funds to proceed to the development of a PA. If funding is to be provided from sources outside SCDOT, a financial participation agreement may be necessary before further project development activities can begin. Documentation of the funding by any local sponsoring agencies will be provided to the LPAA according to the LPA project request.

4. Field Review & Scope Development

Upon verification of sufficient funding, the PPM will notify the LPA of their responsibility for scheduling the field review and scoping meeting. The LPA must conduct an onsite project field review and complete the [Local Public Agency Project Planning Report](#) (PPR) to include the project(s) description, location, length, purpose, need or goal of project. The LPAs Project Administrator and the Construction Project Engineer (as applicable) as listed in the LPA Qualification Evaluation form, must attend this field review. In scheduling these activities, the LPA shall include, at a minimum, the PPM, and DEA in which the project is located. The LPA shall distribute copies of the PPR among the participants and submit a copy to the LPAA. The PPR will be used to conduct and document the LPA project field review and is intended to also be used as a preliminary determination in establishing roles and responsibilities in developing the PA. The completed PPR must be submitted to the LPAA prior to the development of the PA.

5. Development of Participation Agreement

Subsequent to the receipt of the PPR, the LPAA submits a request to the Contracts Office for a draft Participation Agreement. This request may also be made by the PPM for large

transportation infrastructure projects whereas the PA serves as an amendment to an existing Intergovernmental agreement or participation agreement. In such cases, the PPM will notify the LPAA of the requested action by copy of the request to the Contracts Office. The PPM will coordinate with the LPAA for necessary reviews and concurrences prior to the execution of the PA in accordance to these procedures. The PPM shall provide documentation to the LPAA of the project's federal compliance prior to execution of the agreement. Upon execution, a copy of the executed agreement shall be submitted to the LPAA office.

The standard PA will serve as the framework and will be specifically customized to meet the need and intent of the proposed LPA project. Federal and State requirements applicable to the project should be well defined and applicable to the project. Copies of the completed LPA request (as applicable), PPR and LPA Qualifications Evaluation Form should be submitted for the preparation of the draft. The LPAA will review and distribute the draft agreement for corrections and comments to all SCDOT areas of responsibility identified and required to complete the project. All comments returned to the LPAA are used to finalize the PA with the Contracts Office.

6. Program Project

The PPM is responsible for preparing a *Program Action Request (PAR)* for the project (following established procedures for programming SCDOT projects), to establish the Project Identification Number (PIN) for SCDOT tracking and monitoring. The PPM must indicate that the project will be administered by an LPA by checking the appropriate box on the PAR. Upon submission to the Obligations Management Office, the project will be identified in the financial management systems as an LPA project and coded as an LPA project for all FMIS action requests. The Obligations Management Office will also assign other identifiers as necessary (i.e., Federal-aid Project Number, project charge code, file number, Contract Project Control Number (PCN)). PARs must be phase specific for preliminary design, right of way services, and construction. The PPM must provide a copy of the PAR to the LPAA for the project file. The Obligations Management Office will provide copies of approvals with notices from FHWA to the LPAA and PPM for the project file.

Any work accomplished prior to FHWA authorization of that particular phase of work is not eligible for federal-aid reimbursement.

FHWA's level of project oversight will be in accordance with the most recent Stewardship Oversight Plan between SCDOT and FHWA. The LPAA will be responsible for ensuring the necessary project reviews and approvals are received from FHWA. The PPM shall coordinate all FHWA project reviews and approvals through the LPAA.

7. Execute Participation Agreement / Notice to Proceed

The Participation Agreement is sent to the LPA by the LPAA for signatures. After it is signed and returned, the agreement will be recommended by the LPAA and executed by the Deputy Secretary for Engineering. The executed agreement will serve as the approving document for the LPA.

SCDOT'S LPAA office will provide copies of the participation agreement to all anticipated stakeholders. The LPA will be given a Notice to Proceed (for each project phase) from SCDOT upon successful completion of the previous project phase and the LPAA's receipt of notification from the Obligations Management Office that the work has been authorized. The LPA shall not proceed with any given phase of work prior to receiving notification by SCDOT.

8. Invoices and Payments

All requests for reimbursement for locally administered projects must be submitted to SCDOT's LPAA office. The request for reimbursement must include documentation to support compliance with federal and state requirements and must be done in a manner that supports a determination that contract requirements were met and the work was completed in reasonable conformance with the contract documents. Invoices for qualified work and/or materials will be forwarded to the appropriate PPM or DEA for verification of documents and recommendation of payment. The invoice is then returned to the LPAA along with any additional support documentation, as deemed necessary. Upon satisfactory concurrence, the invoice will be recommended by the LPAA for processing by the Accounting Office.

9. Use of Consultants

The LPA may procure consultant firms to assist in carrying out engineering and design related services needed in either the project development and/or construction phases. In general, the procurement process used by the LPA must meet all State and Federal requirements necessary to support a qualification based selection process. The procurement process is to be submitted to SCDOT for review and approval prior to initiating the selection process. The LPA is required to maintain adequate documentation to substantiate each phase of the selection process has been carried out in conformance with the approved procurement process.

The LPA is to develop its own independent cost estimate to serve as the basis for negotiations of a fair and reasonable cost with the most qualified consultant. The LPA is to maintain adequate documentation of its review of all consultant invoices to support compliance with State and Federal cost principles, terms of the contract, and progress of the work completed.

B. PROJECT DEVELOPMENT PHASE

1. Plan Development

The LPA will be responsible for preparing all necessary plan drawings, special provisions, utility coordination or documents needed to execute and deliver the project as outlined in the PA.

The LPA may utilize the services of a project consultant to perform any of the necessary services as described in paragraph A.9, above. The consultant must be procured according to the procurement procedures submitted in the [LPA Qualifications Evaluation Form](#) as approved by SCDOT. Prior to the execution of a consultant contract, the LPA must submit an [LPA Consultant Concurrence Request Form](#) to the LPAA for review and concurrence of consultant selection. The LPAA may utilize SCDOT staff from both the engineering and administration departments as appropriate to assist in evaluating the various components of the request.

The LPA must receive written concurrence of the consultant selection from the LPAA prior to the execution of any contract with a consulting firm. **Failure to receive this written concurrence will be sufficient cause to terminate the Participation Agreement.**

Plans developed under LPA agreements must be submitted to the PPM at various stages during development as outlined in the PA. The PPM will forward plan submittals to the appropriate staff for coordination of plan review. The PPM will assemble comments, prepare a response to the LPA, and forward a copy to the LPAA unit for the project files. **Failure to submit plans or address comments resulting from review prior to proceeding with the next phase of design will be sufficient cause to terminate the Participation Agreement.**

The LPA must receive approval from SCDOT for any design exceptions on state owned facilities prior to incorporating into the project. Requests for design exceptions must be submitted to the PPM for review coordination and approval. Copies of the request and SCDOT's response (approval or denial) are to be provided to the LPAA for the project file.

2. **Environmental Review**

All Federal-aid projects must comply with and adhere to the National Environmental Policy Act (NEPA). The LPA is responsible for conducting any public involvement activities. The LPA is also responsible for the preparation of all required documents, reports and other necessary supporting material to satisfy the NEPA process. Once prepared, this information shall be submitted to the PPM. The PPM will forward the submitted documentation to the Environmental Office for a NEPA decision. The PPM will assemble comments or provide the NEPA determination to the LPA, and forward a copy to the LPAA unit for the project file. The [South Carolina Department of Transportation Environmental Guidance Manual](#) must be consulted in developing the proper environmental documentation. **A NEPA determination must be made by SCDOT prior to any acquisition of necessary rights of way, development of final design plans, and/or prior to the project advertisement for a construction contract.**

Written approval of NEPA compliance must be received from SCDOT by the LPA. **Failure to receive this written approval will be sufficient cause to terminate the Participation Agreement. A copy of this approval is to be forwarded to the LPAA for the project file.**

3. Right of Way / Utilities

The LPA shall submit a written determination of the need for any rights of way to the PPM following the plan development and environmental review phase. The PPM will forward the submitted documentation to the LPAA and the Director of Right of Way to ensure that the SCDOT Right of Way Office will conduct appropriate coordination with the LPA. The Director of Right of Way will assign a Right of Way Field Agent (RW Agent) to the identified project.

The LPA shall provide a *Right of Way Certification Letter (Certification for Present Rights of Way)* to the PPM prior to advertisement for a construction contract if no new additional Right of Way is required. The PPM will forward the submitted certification letter to the SCDOT Right of Way Office to determine acceptance. The PPM will assemble comments or once approved, provide certification acceptance to the LPA and forward a copy to the LPAA for the project file.

Should it be necessary to obtain permanent or temporary rights of way to deliver the project, all right of way activities shall be performed in accordance with the requirements of the *Uniform Relocation Assistance and Real Property Acquisition Act (The Uniform Act)*. The LPA shall provide the PPM with a *Right of Way Certification Letter (Certification for Acquisition)* at the time rights of way acquisitions are complete and prior to advertisement for a construction contract. The PPM will forward the submitted certification letter to the SCDOT Right of Way Office to determine acceptance. The PPM will assemble comments or once approved, provide certification acceptance to the LPA and forward a copy to the LPAA for the project file.

An accepted Right of Way Certification Letter must be received from SCDOT by the LPA prior to advertisement of a construction contract. **Failure to receive this written acceptance will be sufficient cause to terminate the Participation Agreement.**

An LPA is required to document in the project records that they have verified that all necessary utility relocation work have been completed as required. **This verification shall be in the form of a certification and provided to SCDOT prior to advertisement of the associated construction project.**

For those utility relocations that are not practicable in advance of the construction project, the certification shall state that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule. The LPA shall ensure that the bid proposal includes an appropriate notification describing the extent of utility work that is to be underway concurrently with the construction project.

For federally reimbursable utility relocations, the utility agreement (between the utility company and SCDOT or LPA) shall be supported by plans, specifications, and itemized cost estimates. The LPA must maintain sufficient source documentation to verify a utility relocation invoice is accurate and reasonable. Field records (i.e., daily diaries) need to be maintained to verify that utility relocation work was actually performed as required and determined to be acceptable.

4. Plan Review and Plans, Specifications & Estimate (PS&E) Package Approval

a. Plan Reviews

The LPA shall submit plans to the PPM for review prior to submittal of the PS&E package. The plans shall be submitted at 30%, 65%, and 90 to 100% complete or at a stage or frequency indicated in the PA. The PPM will assemble comments and provide a response to the LPA. Upon incorporation of comments, corrections, or resolution of concerns, the LPA must submit the corrected plans for final plan approval.

Written approval of the plans must be received from SCDOT by the LPA prior to submittal of the Plans, Specification, & Estimates Package.

b. PS&E Package Approval

Upon approval of the project plans, the LPA may submit the PS&E package for approval. The LPA must submit the PS&E Package to the PPM for review and approval prior to construction advertisement as outlined in the PA. The package shall include a completed "Calculations of DBE Goals for LPA Projects" Worksheet. SCDOT will review the worksheet for concurrence with the recommended goal to assure that LPA project goals are appropriate in meeting SCDOT's overall program goal. The PPM shall complete the *PS&E Review Checklist* and forward the submitted documentation to the appropriate preliminary engineering staff and the Office of Business Development and Special Programs (OBD) for review. The PPM will assemble comments or recommend approval of the submitted package. Upon approval of the PS&E Package, a final copy is sent by the PPM to the LPAA and Obligations Management Office requesting authorization from FHWA. Upon authorization, the LPAA will notify the LPA of the approval of the PS&E package and approval to advertise the project. The PS&E package shall contain all necessary information and items to advertise the project for construction bids to include but not limited to a Proposal Document, *Cost Estimate (sample)*, and approved project plans. The Proposal Document shall include the following **required** Federal Aid and SCDOT Contract Provisions:

- *Required Contract Provisions Federal Aid Construction Contracts*
- *Specific Equal Employment Opportunity Responsibilities Training special Provisions*
- *Standard Federal Equal Employment Opportunity Construction Contract Specifications*
- *Application of Davis-Bacon and related Acts to Independent Truck Drivers and Miscellaneous Construction Activities*
- *Requirements for Federal Aid Contracts which Affect Subcontractors, DBE Haulers, Material Suppliers and Venders*
- *Buy America Provisions*
- *Disadvantaged Business Enterprises (DBE) – Federal Projects*
- *Late Discovery of Archaeological/Historical Remains on federal Aid Projects and approval of Designated Borrow Pits*

- *SCDOT Required Contract Provisions*

The LPA must receive written approval of the PS&E package from the LPAA. **Failure to receive this written approval will be sufficient cause to terminate the participation agreement.**

5. **Encroachment Permit**

For any project managed by an LPA that may involve work or activities on rights of way of SCDOT, an *Encroachment Permit* must be submitted by the LPA and approved by SCDOT. The Encroachment Permit application must include a cover letter indicating that the project is an LPA project. The LPA must submit the Encroachment Permit application to the appropriate Resident Maintenance Engineer (RME) for review and approval prior to the advertisement of a construction contract. Upon receipt of an approved encroachment permit by the LPA, the LPA will provide a copy of the encroachment permit to the LPAA.

6. **Advertisement and Award of Construction Contracts**

Upon approval of the PS&E package, approval of construction authorization by FHWA and receipt of an approved encroachment permit, the LPAA shall notify the LPA that they may proceed with the advertisement of the construction contract. The advertisement and bid evaluation must be conducted according to the procurement procedures submitted in the *LPA Qualifications Evaluation Form* as approved by the LPAA. The LPAA will copy the DEA and the PPM with this notification.

The LPA shall review the bid proposals for responsiveness to the proposal requirements, competitiveness, and for reasonable comparison to the engineering estimate. The LPA is to document this review taking into consideration the evaluation factors outlined in FHWA's Bid Evaluation Guidelines.

If the LPA's bid review determines that all bids should be rejected, the LPA is to submit a request to SCDOT for concurrence in the rejection of all bids. SCDOT shall review and approve any revisions, if necessary, to the PS&E prior to authorizing re—advertisement.

*When the LPA's bid review identifies a reasonable and responsive bidder (or bidders), the LPA shall submit to the LPAA a request to concur in the award of the project to the lowest responsive bidder according to the *LPA Concurrence Request Form*. Upon review and written concurrence from LPAA, the LPA shall provide a formal *Award Letter (sample)*.*

The LPA shall not procure sole source construction services or engage in self performing construction work without prior approval of SCDOT through the LPAA Unit.

Upon approval of construction concurrence, the LPA shall submit the following construction documentation to the LPAA for the project file:

- a. LPA Construction Contract Information Form with requested documentation

- b. Copy of Executed Construction Contract
- c. AS-LET plans (approved PS&E plans as let to construction contract): The LPA is responsible for providing as-let plans, when available, to the LPAA office. The plans must include the date that the plans are authorized to be constructed. The LPAA office will forward the plans to the Plans Storage Office for archiving.

NOTE: LPAs shall submit DBE Quarterly Reports beginning on the calendar quarter when construction work begins on the project.

Failure to receive this written concurrence prior to award will be sufficient cause to terminate the participation agreement.

C. CONSTRUCTION PHASE

1. Construction

The LPA is responsible for ensuring all project construction is in accordance with the PA and contract documents. The DEA or designee (RCE) should fully understand the contents of the participation agreement, the Contract, Plans, and the Project Specifications. A Preconstruction Conference will be held prior to starting each LPA construction project. After receipt of the concurrence of the notice of award of the construction contractor from SCDOT and before the beginning of construction, the LPA shall contact the RCE assigned to the project and establish a mutually agreeable date for a Preconstruction Conference. It is mandatory that the RCE attend the Preconstruction Conference and assist the LPA in completing an RCE Pre-Construction Checklist. The role of SCDOT on the project is to be explained to all parties involved in the project. The LPA will identify their full time representative/governmental employee managing the construction project. Prior to a pre-construction conference, the RCE should discuss with the LPA, SCDOT's expectations for project inspection, sampling, and testing, and review the Quality Management Team's Checklist to ensure the LPA is aware of all project requirements. Furthermore, there shall be a clear explanation and understanding of the various Federal provisions (if federally funded) that the LPA will need to monitor including, but not limited to prevailing wage and payroll requirements, DBE program requirements, and Buy America requirements. Other documents that should be discussed are SCDOT's Standard Specifications, Standard Drawings, SCDOT's Construction Manual, RCE NPDES Environmental Guidelines and any other pertinent documents applicable to the project.

The RCE will ensure that the LPA has the appropriate Environmental approvals in place prior to commencement of each construction activity (permits, NOI, etc.). The LPA is responsible for recording and maintaining all documentation, to include all relevant Construction Forms, and is responsible for providing the Material Certification at project closeout. The LPA is required to maintain the official project files. The RCE shall provide copies of commonly used Construction forms to the LPA for their use, which are applicable to the project.

The RCE will be available to the LPA to discuss issues and provide guidance; however, SCDOT's active role in resolving everyday issues should be limited. The RCE should

generally visit the project routinely. The number of visits shall depend upon the scope and complexity of the work, number of active contractors, work activities being performed, etc. All visits to the project by SCDOT personnel are expected to be documented and submitted to the LPAA and made a part of the project files. The RCE is responsible for identifying and informing the LPA's Project Manager of any project, contractor, material, and construction deficiencies, as well as document those deficiencies and the corrective action taken. Follow-ups on the deficiencies will be required to ensure corrective action has been taken. The RCE will inform the LPA, in writing, when deficiencies are not corrected in a timely manner. The LPA will notify the RCE in writing when corrective action has been completed. The RCE will review project paperwork on a routine basis, to include workzone traffic control inspections and erosion control inspections. The RCE will be given access by the LPA to all project documentation. The RCE will attend, with the LPA's representative, utility and/or progress meetings in order to be informed of upcoming work.

The LPA Project Manager must submit to the LPAA and RCE for review and approval of any change orders or contract time adjustments. Modifications to scope may require coordination with the LPAA, PPM, FHWA, and others, depending on the project and when required by the Project Agreement. The LPA must conduct an independent cost analysis for each negotiated contract change. This analysis must be documented and of detail to sufficiently support the reasonableness of the negotiated price. The analysis should also address the impact of the change on the critical path and the need for a contract time extension. The RCE should ensure methods are in place for accurately computing quantities, and should concur in payment requests.

2. Inspection, Testing and Material Certification

The LPA is responsible for ensuring all project materials meet or exceed federal, state, and industry standards and proper documentation must be maintained as the materials are delivered and applied to the project for certification and final inspection. The LPA (with assistance from the RCE) should prepare a *Minimum Sampling Requirements Checklist* in accordance with SCDOT Office of Materials and Research and SCDOT's Construction Manual. Inspection and acceptance testing by the LPA should be performed at the frequency, and with the methods, specified in the Construction Manual or as recommended by the manufacturer. All testing should be performed by an AASHTO accredited laboratory and the disposition of non-conforming materials should be documented by the LPA and approved by the DEA or designee. Independent Assurance testing will be performed by SCDOT.

The LPA may utilize the services of a project consultant to perform inspection and or construction oversight services as described in paragraph A.9. The consultant must be procured according to the procurement procedures submitted in the *LPA Qualifications Evaluation Form* as approved by SCDOT. Prior to the award of a consultant contract, the LPA must submit an *LPA Consultant Concurrence Request Form* to the LPAA for review and concurrence of consultant selection. The LPAA may utilize SCDOT staff from both the engineering and administration departments as appropriate to assist in evaluating the various components of the request.

The LPA must receive written concurrence of the consultant selection from the LPAA prior to the execution of any contract with a consulting firm. **Failure to receive this written concurrence will be sufficient cause to terminate the Participation Agreement.**

The Resident Construction Engineer shall ensure that the LPA is providing adequate inspection services and the appropriate sampling and testing is provided, as required by the work activities taking place. The LPA inspection services shall be performed by personnel certified as required by SCDOT in accordance with the SCDOT's Construction Manual – *Section 101.2.4.3*. All items of work will be inspected by an SCDOT certified inspector.

3. Final Inspection

Upon completion of the project and prior to final payment, the LPA shall coordinate a final inspection according to the PA with the RCE. SCDOT will review the project to ensure the project has been completed in conformity with the PA, approved plans, permits, and construction contract documents in addition to meeting the scope and intent of the project. The LPA shall prepare a summary report of the final inspection in conjunction with the RCE. The Final Inspection Summary Report must be submitted to the DEA. In addition, the LPA shall document resolution of all items found during the final inspection in a letter to the DEA. The DEA or designee shall verify that the items have been resolved and provide a copy of the Final Inspection Summary Report and the LPA response letter to the LPAA.

4. Final Material Certification

The LPA is responsible for providing the RCE with certification that all materials sampling and testing was performed in accordance with SCDOT specifications and contract documents. The certification, once accepted by the DEA, should be sent to the LPAA for inclusion in the project file.

5. As-Built Plans

Upon completion of the project, the LPA shall submit copies of the as-built plans to the RCE. The RCE will forward the as-built plans to the As-built Plans Office and notify the LPAA of the submittal. The As-built Plans Office will review the plans and forward to the Plans Storage Office for archiving. All plans will be placed in the Plans Library for electronic access in accordance with SCDOT policy.

6. Final Acceptance

Upon receipt of the Final Inspection Summary Report, the LPA response, and an acceptable material certification for projects on SCDOT owned facilities; Final Acceptance according to [2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION – Section 105.15.2](#) is issued by the DEA or designee to the LPA in place of the contractor. The DEA shall provide a copy of the Final Acceptance Report to the LPAA.

D. PROJECT CLOSEOUT PHASE

1. LPA Project Evaluation

An *LPA Project Evaluation* form is completed by the appropriate PPM and DEA or designee and submitted to the LPAA office documenting the LPA's project management and delivery performance for each phase of the project. Unsatisfactory or negligent performance in the management of a Local Public Agency project can be considered in future project requests by the LPA.

2. Project Documentation and Closure

Upon successful completion of the LPA administered project, the LPAA monitors the SCDOT Closure Process to ensure the project is closed and all project documentation is accounted for and included in the project file within the LPAA office.

Upon receipt of the Final Inspection Letter and or the Final Acceptance Report from the Director of Construction, the LPAA shall notify the Deputy Secretary of Finance and Administration that the project is complete and subject to a final voucher review. The Deputy Secretary of Finance and Administration will conduct final voucher reviews on a representative sample (randomly selected) of LPA administered projects each year.

Project files may now be forwarded to Central File Storage for storage and retention.

Richland County Council Request of Action

Subject

Collecting H-Tax at Sponsored Events [**PAGES 219-222**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that staff further explore new methods of collecting Hospitality Taxes at sponsored events (as delineated under the Alternatives section on page 26 of the Agenda).

Richland County Council Request of Action

Subject: Collecting Hospitality Taxes at Sponsored Events

A. Purpose

Pursuant to Council member Jackson's Motion at the June 4, 2013 Council meeting, Council is requested to consider a new method of collecting Hospitality Taxes at sponsored events.

B. Background / Discussion

Any organization that receives Hospitality or Accommodations Tax grant funding for events in the unincorporated areas of the County is provided with a document setting forth the County's requirements to conduct, hold, sponsor or organize an event. This includes a Special Event Reporting Form for vendors to remit Hospitality Taxes to the County following an event. There are eight known festivals or events in the County that *may* have food vendors present for which Hospitality Taxes would need to be remitted.

These forms have been used by special event vendors and returned to the Treasurer's Office. However, these forms are processed in the same manner as all other forms, and therefore the number of forms and the revenues generated from these events cannot be determined.

Additionally, effort is regularly made to proactively contact organizers of events to educate them regarding the County's requirements to conduct business and hold special events.

Strict and vigorous enforcement of these requirements *is* possible. This would involve sending inspectors from the Zoning Office, potentially the Fire Marshal's Office and the Business Service Center to each event and physically inspect each vendor for compliance. However, a vigorous inspection program has several drawbacks:

- (1) significant manpower and potential overtime costs, or less time spent by staff addressing other priorities,
- (2) cost/benefit: the extra Hospitality Tax revenues that would be generated at special events may not cover the cost to the County to collect these revenues,
- (3) more inspections would be disruptive to the event and lessen the enjoyment of the event by vendors and attendees alike,
- (4) more inspections would be contrary to the County's efforts to be "business friendly," and
- (5) more inspections would be contrary to the County's focus on generating more special events and the tourists that attend them.

If the County desires food vendors at special events to pay a fee or a percentage of their vendor's fee to the County in lieu of paying Hospitality Taxes, several changes would need to be made. (1) The Hospitality Tax ordinance would need to be amended to exempt revenues from all sales of prepared/modified foods/beverages at special events, since Hospitality Taxes would no longer be collected from these vendors at these events. (2) A new ordinance would need to be approved by Council requiring the charging, collecting and enforcing of a new tax or fee on special event food vendors.

There are several challenges with implementing a new tax or fee. Since the intent would be to collect the same amount of money from vendors as the Hospitality Tax currently generates from these vendors (to avoid the County losing Hospitality Tax revenues by exempting these vendors), it would be difficult to determine whether the new tax or fee should be a percentage of the vendor's fee (over which the County has no control) or a flat fee, and in either case, what the tax or fee rate should be to avoid losing revenues. Additionally, the new tax or fee would also need to be enforced, which requires the same inspections to be conducted, and with the same challenges, as inspections of the Hospitality Tax.

C. Legislative / Chronological History

At the Council meeting of June 4, Council member Jackson made a motion, shown below:

“Explore the possibility of vendors paying a fee or a percentage of their vendor's fee at tourist sponsored events for tourist-related activities. Vendors at these events are not collecting the H-Tax. The Business License Office has no way of monitoring or collecting these taxes.”

Council forwarded this Motion to the June A&F Committee meeting.

D. Financial Impact

While additional Hospitality Tax revenues may be generated with more inspections, the cost in staff time, with possible overtime, may be greater than the resulting Hospitality Tax revenues generated.

If a new tax or fee is ultimately approved by Council, Hospitality Taxes would be reduced (by exempting special event food vendors). It is unknown at this time if a new tax or fee would make up this loss in revenue. Additionally, this tax or fee would also require inspections for enforcement, with similar associated costs.

E. Alternatives

1. Keep the Hospitality Tax to include all applicable businesses, including special event vendors, and initiate a vigorous inspection program for County special events.
2. Keep the Hospitality Tax to include all applicable businesses, including special event vendors, and conduct random inspections at special events.
3. Amend the Hospitality Tax ordinance to exempt food vendors at special events, approve an ordinance charging a new tax or fee on food vendors at special events, and initiate a vigorous inspection program for County special events.
4. Amend the Hospitality Tax ordinance to exempt food vendors at special events, approve an ordinance charging a new tax or fee on food vendors at special events, and conduct random inspections at special events.

F. Recommendation

Explore the possibility of vendors paying a fee or a percentage of their vendor's fee at tourist sponsored events for tourist-related activities. Vendors at these events are not collecting the H-Tax. The Business License Office has no way of monitoring or collecting these taxes.

Recommended by: Norman Jackson Department: County Council Date: June 4, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/17/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is to support exploring the options

Business Services

Reviewed by: Pam Davis

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Exploring new methods of facilitating compliance with County requirements is always prudent.

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation is to support exploring the options.

Legal

Reviewed by: Elizabeth McLean

Date: 6/20/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The exploration of options is a policy decision left to Council's discretion. The implementation of any new tax or fee, or the exemption of one group from a tax or fee, is governed by state law. The Legal Department will provide additional information on the legality of those options upon request.

Administration

Reviewed by: Roxanne Ancheta

Date: 6/20/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council direct staff to draft options for Council's consideration with regards to collecting all appropriate taxes and fees at events and other tourism-related activities. Legal will be involved in the drafting of these options. Once the options are drafted, the item will be brought back to the A&F Committee for review and comment.

Richland County Council Request of Action

Subject

Budget Motions List [**PAGES 223-225**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve the request to direct staff to provide Council with the budget processes' preliminary motions list 24 hours prior to the deadline for item submission and the final list within 48 hours following the submission deadline.

Richland County Council Request of Action

Subject: Budget Motions List

A. Purpose

At the June 4th, 2013 Council meeting, Councilman Manning made the following motion:
“Staff will provide Council with the Budget processes' preliminary motions list 24 hours prior to the deadline for item submission and the final list within 48 hours following the submission deadline.”

B. Background / Discussion

The motions list is used during the budget process so that changes to the Administrator’s Recommended Budget are reviewed and voted on in an orderly, documented and consistent manner. Council members are asked to submit motions by a certain date to allow for administrative review and distribution before a reading of the budget.

C. Legislative / Chronological History

None.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request for staff to provide Council with the Budget processes' preliminary motions list 24 hours prior to the deadline for item submission and the final list within 48 hours following the submission deadline.
2. Do not approve the request for staff to provide Council with the Budget processes' preliminary motions list 24 hours prior to the deadline for item submission and the final list within 48 hours following the submission deadline..

F. Recommendation

It is recommended that Council direct staff to provide Council with the Budget processes' preliminary motions list 24 hours prior to the deadline for item submission and the final list within 48 hours following the submission deadline.

Recommended by: Councilman Manning Department: County Council Date: 6/4/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/13/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision for Council since this is a request on the best procedures to guide Council through the budget process.

Establishing defined procedures should provide for a more efficient process therefore approval is recommended. I believe that the procedure recommended above can be implemented by the Finance staff for FY15 budget process if approved.

Legal

Reviewed by: Elizabeth McLean

Date: 6/13/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 6/14/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval for implementation beginning with the FY 15 budget process.

Richland County Council Request of Action

Subject

Inmate Food Service Management Contract [**PAGES 226-236**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve a request for the Alvin S. Glenn Detention Center to negotiate and award the ABL Food Service Management with the annual renew option.

Staff was directed to provide the dollar amounts for each of the four participating companies and the criteria used during the evaluation process prior to the next Council meeting.

Richland County Council Request of Action

Subject: Inmate Food Service Management

A. Purpose

County Council is requested to approve for the Alvin S. Glenn Detention Center to enter in a five year contact with ABL Food Service Management that is renewable each year, provided the vendor provides quality service.

B. Background/Discussion

The Alvin S. Glenn Detention privatized its food service in 2001 to reduce the overall over cost for inmate food service. The first contact was awarded to Aramark Food Service Management and later awarded to ABL Food Service Management. In October 2012 a RFP was solicited for Food Service Management for the Detention Center. There were four food services companies that responded to the RFP.

Trinity Service Group
CBM Managed Services
ABL Management
A'viands LLC

The top responders were Trinity Service Group and ABL Management. On April 11, 2013 the top two responders met to present their proposals at the detention center. A representative was on site from the Procurement Department and the evaluators from the Detention Center. They listened to both companies' presentation. After the presentations the evaluators graded the company on the cost and proposed services. ABL was determined to be the most responsive vendor on the food service RFP (see previous ABL contract in Appendix 1, page 3).

C. Financial Impact

The estimated expenditure for FY 13/14 is \$1,578,396.72 of the \$5,637,835.00 requested in Account # 2100-5265, Professional Services. Also, additional cost may be incurred if the average daily population exceeds 1,150 inmates per day.

D. Alternatives

1. Negotiate and award the ABL Food Service Management Contact with the annual renew option.
2. Do not renew contract.
3. Do not use a food service contactor and allow the detention center to provide food services at a higher cost.

E. Recommendation

It is recommended that Council approve the request to negotiate and award a five year contract that is renewed annually if the company provides quality services to the detention center. The first year cost is for ABL Food Service Management is amount of \$1,578,396.72

Recommended by: Ronaldo D. Myers Department: Detention Center Date: April 30, 2013

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/13/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval based on results of evaluation process. Funding is included in the budget as stated.

Procurement

Reviewed by: Rodolfo Callwood

Date: 6/21/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/19/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 6/20/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

AGREEMENT FOR FOOD SERVICE MANAGEMENT

THIS AGREEMENT is made and entered into this 1st day of **September 2007**, by and between **RICHLAND COUNTY, 2020 HAMPTON STREET, COLUMBIA, SOUTH CAROLINA, 29204**, hereinafter referred to as the **County**, and **ABL MANAGEMENT, INCORPORATED**, whose address is **11224 BOARDWALK, SUITE B 1-5, BATON ROUGE, LA 70816-8344**, hereinafter referred to as **ABL**.

WITNESSETH

WHEREAS, Richland County desires to engage ABL to render services to perform Food Service Management located at the County's Alvin S. Glenn Detention Center (ASGDC);

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

The County engages and designates ABL for the purpose of rendering Food Service Management to include the requirements as stipulated in the Request for Proposal RC-031-P-0607 for Food Service Management, ABL proposal dated March 27, 2007 and including all changes, additions and exclusions, negotiated terms and conditions.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Scope of General Services

The general scope of services sought includes personnel, labor, materials and equipment necessary to establish and operate a Food Services Section for the Facility, and to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with Section "F" Requirements of the Request for Proposal RC-031-P-0607 and this Agreement. The food service shall meet all current standards as established by the:

- a. American Correctional Association,
- b. National Commission on Correctional Health Care,
- c. State of South Carolina,
- d. Richland County.

Operational Responsibilities

1. ABL shall furnish all labor, food, beverages, materials, supplies, and chemicals necessary to provide food services for the inmates, staff and visitors for special functions at the Alvin S. Glenn Detention Center. ABL agrees to be responsible for the procurement, receiving, handling and storage of all food related items, supplies and chemicals necessary for the food service program. ABL shall pay for all food products used during the term of this contract. The food products procured for use in the food service operation will remain the property of COUNTY.

9/1/2007

1 Initials: County Rae ABL [Signature]

ALVIN S. GLENN DETENTION CENTER

RICHLAND COUNTY

201 John Mark Dial Drive ∪ Columbia, South Carolina 29209 ∪ Telephone (803) 576-3200 ∪ Fax (803) 576-3292 ∪ TDD (803) 748-4999



Ronaldo D. Myers, CJM
Director

Kathy Harrell
Assistant Director

MEMORANDUM

To: Richland County Council

From: Ronaldo D. Myers

Date: June 25, 2013

Subject: Food Service Cost Per-Meal

The below spreadsheet is the requested information for cost per meal:

Inmate Population	ABL	A'vains	CBM	Trinity
901-950	\$0.991	\$0.963	TBD	\$1.042
951-1000	\$0.987	\$0.940	\$1.036	\$1.029
1001-1050	\$0.966	\$0.918	\$1.026	\$1.016
1051-1100	\$0.955	\$0.918	\$1.011	\$1.005
1101-1150	\$0.946	\$0.889	\$1.000	\$0.989
1151-1200	\$0.937	\$0.881	TBD	\$0.986
1201-1250	\$0.929	TBD	TBD	\$0.978
1251-1300	\$0.921	TBD	TBD	\$0.970
1301-1350	\$0.914	TBD	TBD	\$0.963
1351-1400	\$0.908	TBD	TBD	\$0.957



**RICHLAND COUNTY, SOUTH CAROLINA
PRICE PAGE**

ABL Management, Inc. agrees to provide the following for the price per meal listed:

1. **ON-SITE Full Time** Food Service Director, Assistant Food Service Director and the Hourly Supervisors.
2. Payment of all fringe benefits for the ABL Management, Inc. employees.
3. Payment of all permits, licenses and insurance costs.
4. Provision of uniforms for all ABL employees.
5. Purchase of all of the food products and supplies.
6. Preparation and serving of proposed menu to staff, inmates and visitors of Richland County Detention Center.

Inmate Population	Price Per Meal
901-950	\$0.9910
951-1000	\$0.9780
1001-1050	\$0.9663
1051-1100	\$0.9557
1101-1150	\$0.9460
1151-1200	\$0.9370
1201-1250	\$0.9288
1251-1300	\$0.9212
1301-1350	\$0.9142
1351-1400	\$0.9077
1401-1450	\$0.9016

PRICING GUARANTEED FOR TWO (2) YEARS

COST PER MEAL

A'viands shall furnish all management, food, materials and supplies required to provide food service for Richland County inmates and staff, including special meals and medical meals. Service of all regular inmate meals will be served as outlined in the published RFP.

At the end of one year, both parties, by mutual agreement, shall adjust current pricing by an amount equal to the Consumer Price Index or equivalent price index if the CPI is not published or is not applicable to local indexes.

Number of Inmate Meals	Cost per Meal
Below 899	To be negotiated
900 - 950	\$0.963
951 – 1,000	\$0.940
1,001 – 1,050	\$0.918
1,051 – 1,100	\$0.903
1,101 – 1,150	\$0.889
1,151 – 1,200	\$0.881



FOOD SERVICE COST PROPOSAL

Scale	PPM	PPM with 7% Sales Tax
999 & Below	TBD	TBD
1000 - 1049	0.968	\$ 1.036
1050 - 1099	0.959	\$ 1.026
1100 - 1150	0.945	\$ 1.011
1151 - 1200	0.935	\$ 1.000
1201 & Above	TBD	TBD

Staff Meals @ \$1.50 each

- Costs guaranteed for 1 year
- Cost includes medical diets and snacks
- Cost includes religious meals
- Liquid supplement, i.e, Ensure charged at \$1.00

In making this proposal, we acknowledge that we have read and understand this proposal request and hereby submit our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to these institutional food services contractual provisions.

NAME

TITLE

FIRM

DATE

SIGNATURE

F. Fees

Richland County Scale

From	To	Base price per meal	7% Tax	Total Price
Below	749	To be negotiated		
750	799	\$ 1.093	\$ 0.0765	\$ 1.170
800	849	\$ 1.074	\$ 0.0752	\$ 1.149
850	899	\$ 1.057	\$ 0.0740	\$ 1.131
900	949	\$ 1.042	\$ 0.0729	\$ 1.115
950	999	\$ 1.029	\$ 0.0720	\$ 1.101
1000	1049	\$ 1.016	\$ 0.0711	\$ 1.087
1050	1099	\$ 1.005	\$ 0.0704	\$ 1.075
1100	1149	\$ 0.989	\$ 0.0692	\$ 1.058
1150	1199	\$ 0.986	\$ 0.0690	\$ 1.055
1200	1249	\$ 0.978	\$ 0.0685	\$ 1.046
1250	1299	\$ 0.970	\$ 0.0679	\$ 1.038
1300	1349	\$ 0.963	\$ 0.0674	\$ 1.030
1350	1399	\$ 0.957	\$ 0.0670	\$ 1.024
1400	Above	\$ 0.961	\$ 0.0673	\$ 1.028



Richland County Office of Procurement
2020 Hampton Street, Suite 3064
Columbia, SC 29201
Phone: (803) 576-2130
Fax: (803) 576-2135

To: Proposal Evaluators

From: Christy Swofford, CPPB
Assistant Director

Subject: Appointment and Instructions-Evaluation: RC-010-P-1213; ASGDC Food Service Management

You are hereby requested to serve on the Team to evaluate Request for Proposal No. **RC-010-P-1213; ASGDC Food Service Management**

The purpose of the Team is to select the company, which, in its judgment, is the most, qualified, and ranking each in priority order.

Enclosed are the following documents entitled **Evaluation Team Member Statement, Guidelines for Evaluation, Sample Narrative, and Request for Proposal RC-010-P-1213** in order to assist you with the evaluation. These documents are intended to aid you in the evaluation process and also describe a short report that will be used to develop a recommendation from all team members to make to the County Council. Please note the evaluation criteria we will utilize to evaluate all Proposals (in descending order of importance).

The Review Team members will take the minimum requirements set-forth in the request for Proposal into consideration. Each submittal must be evaluated against these requirements and not another company/firm.

RC-010-P-1213

Description: ASGDC Food Service Management

Evaluation Criteria: The following criteria will be utilized in evaluating the Proposals and all submitted statements must also contain the following information:

**** Note: a "0" may be used only in the event the firm did not provide the information requested.**

- | | |
|---|---------------|
| 1. Functionality & Suitability of Proposed Solution | 0 – 40 Points |
| 2. Performance History | 0 – 25 Points |
| 3. Professional Qualifications | 0 – 20 Points |
| 4. Minority Participation | 0 – 10 Points |
| 5. Cost | 0 – 5 Points |

Please return completed evaluations by **3:00pm, Wednesday February 20 , 2013** to the Office of Procurement attention Christy Swofford.

Thank you for your participation in this process and should you desire any assistance, please contact Christy Swofford at (803) 576-2130/e-mail rsolicitations@rcgov.us .

RC-010-P-1213

Description: ASGDC Food Service Management

Evaluation Team Member Statement

You have been requested to participate in the evaluation of responses submitted by contractors/vendors of the above referenced solicitation. Your participation was based upon your ability to develop an objective analysis of each Proposal.

If you feel there may be a conflict, please notify me immediately and follow up with a written memorandum. Otherwise, please complete and return the document to me at your earliest convenience and prior to evaluating any material.

It is essential that the integrity of the evaluation process be maintained to insure that each response is given a fair and equal evaluation. Your familiarity with a particular Company/Firm, brands or types of material or service may tend to influence your evaluation; however, you are asked in this specific instance to be particularly objective and guard against any tendency that might slant your evaluation in favor of a personal preference. The County Code of Ordinances requires that award be made based upon the Evaluation/Award Criteria.

Evaluation team members are requested to refuse participation in any evaluation processes in which they may have a potential conflict of interest either of an outside business or personal nature with Company/firm involved.

Another important consideration is the need to maintain strict security regarding the content of Proposal responses during the evaluation process. Once the evaluation process has begun, only the Procurement Director shall make contacts with parties submitting a response. All contacts must be recorded and a memorandum filed on subject discussed. The Office of Procurement will make the results available for public review at the appropriate time.

To emphasize the importance of the above considerations, you are requested to sign and date the following statement:

I have read and understand the above instructions and agree to maintain all deliberations of the evaluation team as well as the content of all responses in the strictest confidence during the evaluation process. I do not have a potential conflict of interest and my recommendations shall be based upon an objective review of the company/firms Proposal and how they satisfy the best interest of requirements listed in the solicitation.

Print Name of Team Member

Signature of Team Member

Date

—
Please sign and date this statement and return to Procurement.

RC-010-P-1213

Description: ASGDC Food Service Management

Guidelines for RFP Evaluation

NOTE: These guidelines are general in context!

A. TEAM REVIEW REQUIREMENTS

The responses for Proposals must be reviewed using the following two (2) step process.

1. DETERMINATION OF RESPONSIVENESS

First, each response must be reviewed to determine compliance or noncompliance of the requirements as set forth in the Request for Proposals (RFP). This is simply a determination of whether the qualifier disagreed and/or omitted by the words **MUST** and or **SHALL**.

A Proposal determined by the evaluation team to be non-responsive cannot be recommended for contract award, and must not proceed to the next step.

The evaluation team should also be aware of the words **SHOULD** and **MAY** which are used frequently in RFP's. These words simply encourage the qualifier to do something, but are not **MANDATORY** requirements.

2. DETERMINATIONS OF FACTS

After all responses are reviewed in relation to compliance/non-compliance, then **FACTS** must be determined about each responsive qualifier's Proposal in accordance with the evaluation categories stated in the RFP. The following are methods available to evaluation team members for determining facts:

Facts from each Proposal responses, which address or relate to the evaluation categories, should be highlighted. Listed below are the normal categories and some examples of types of facts:

Experience	<ul style="list-style-type: none"> *Length of time proposer has been in operation *Number of similar past contracts *Amount of similar experience *Outcome of activities previously performed
Expertise	<ul style="list-style-type: none"> *Education levels of proposed staff *Experience of proposed staff *Overall Proposals of staff *Job descriptions for proposed staff *Facts about organizational chart, staff and lines of authority
Approach	<ul style="list-style-type: none"> *What is being proposed *How is it proposed to be done; with whom, when, why and to what extent *How does their approach relate to RFP (Scope of Work, Requirements, etc.)

RC-010-P-1213

Description: ASGDC Food Service Management

The evaluation team as a whole, or each individual member, should contact references for verification of the experience-related facts presented in the Offeror's Proposals. The team, if so inclined, may request that the Office of Procurement conduct such process. In either case the names of all references contacted as well as documentation of the material discussed shall be provided.

The evaluation team as a whole shall participate in oral presentation, when required, in order to clarify or verify any of the claims presented in the offerors Proposal. Again, documentation of question/answer conference or interview must be provided.

At time it may be necessary to tour the offeror's facility or another facility or operation to further ascertain the offeror's past/present performance. Such fact-finding activity must be conducted as a whole or an appointed sub-team. Documentation of the tour must be recorded.

B. TEAM REPORTS**1. EVALUATION**

After the evaluations are completed, an evaluation form shall be completed by each team member and provide to the Chairman. The Chairman of all evaluation teams is the Director of Procurement. The Office of Procurement shall provide the appropriate forms.

Evaluation by Assigning Points

When assigning points for subjective categories, the best Proposal for each category may receive the maximum possible points for that subjective category, with the other offerors receiving fewer points according to the evaluators judgement. Although the scoring of points is a matter of subjectivity, the team members judgment SHALL BE BASED ON FACT as presented in the offeror's response, Q/A session, and/or reference check. An offeror shall not be penalized due to lack of experience with a governmental agency itself, but shall be judged, among other considerations, on the relevancy of such experience and expertise whenever it occurred.

Likewise, an offeror shall not be given an unfair advantage of points simply because of a previous contractual relationship. However, the relevancy of such experience in terms of the RFP's scope and requirements may be judged. Points shall not be manipulated to overcome costs, but shall be assigned in an impartial and objective manner.

Evaluation by Proposal

All guidelines above shall apply however; an assigned point evaluation system is being used to determine if the firm is qualified. It is up to the evaluator to determine and make a recommendation as to its opinion of the most qualified/experienced firm to complete the responsibilities as listed.

2. WRITTEN NARRATIVE

In addition to the evaluation report form mentioned above, each evaluation team member shall be required to submit a written report explaining and justifying their recommendation.

RFP RC-010-P-1213Description: **ASGDC Food Service Management**

-Sample- Narrative

Offeror A

- EXPERIENCE** This section presents facts related to past contracts or projects the offeror has completed as an organization. In addition, pros and cons of the experience should be discussed and evaluated. The reasons for the team members opinion will be presented.
- EXPERTISE** This section presents facts related to the specific Proposals of the staff proposed for the project. Again, the pros and cons of the approach need to be discussed in detail, and the reasons for the team members subjective judgment.
- APPROACH** This section describes the important facts related to the offerors method of approach to the scope and requirements. Pros and cons of the approach need to be discussed in detail, and the reasons for team members subjective judgment.
- OFFEROR B** The same type of narrative as above.
- OFFEROR C** The same type of narrative as above.

RECOMMENDATIONS:

Each team member must prepare the above narrative, and after submission to the Chairman of the team, he will prepare an overall and detailed recommendation on how awards should be made and why.

NOTE: The narrative also must address offers which were found to be non-responsive. References must be made to the section, paragraph and page number of the RFP which contains the mandatory conditions the offeror did not agree to or did not have the capability to provide.



Evaluation Report Evaluation Criteria RC-010-P-1213 Description: ASGDC Food Service Management	Total Evaluation Points	ABL Management	A'viands LLC	CBM Managed Services	Trinity Services Group
Functionality & Suitability of Proposed Solution	0 – 40				
Performance History	0 – 25				
Professional Qualifications	0 – 20				
Minority Participation	0 – 10				
Cost	0 – 5				
Total	100				

Date

Name of Recommended Contractor

Print/Type Name of Evaluator

Organization/Department/Title

Signature of Evaluator

Consolidated Evaluations					
Evaluation Criteria RC-010-P-1213 Description: ASGDC Food Service Management	Maximum Percentage	ABL Management	A/viands LLC	CBM Managed Services	Trinity Services Group
Functionality & Suitability of Proposed Solution	40				
		39	40	35	38
		38	35	35	36
		37	37	37	38
	120	114	112	107	112
Performance History	25				
		25	25	25	25
		24	20	22	22
		22	23	22	23
	75	71	68	69	70
Professional Qualifications	20				
		20	20	20	20
		20	18	19	20
		19	19	20	20
	60	59	57	59	60
Minority Participation	10				
		8	0	5	10
		8	0	2	10
		6	7	6	9
	30	22	7	13	29
Cost	5				
		5	4	4	3
		5	4	4	2
		5	4	3	4
	15	15	12	11	9
Total	300	281	256	259	280

Richland County Council Request of Action

Subject

FY14 Airport Master Rate Schedule and Ramp Fee Collection Procedures **[PAGES 237-242]**

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve a proposed master rate schedule of airport fees for Fiscal Year 2014 (FY-14) and formal procedures for the collection of ramp fees.

Richland County Council Request of Action

Subject: FY14 Airport Master Rate Schedule and Ramp Fee Collection Procedures

A. Purpose

County Council is requested to approve a proposed master rate schedule of airport fees for Fiscal Year 2014 (FY-14) and formal procedures for the collection of ramp fees.

B. Background / Discussion

In the course of routine airport operations, a variety of fees are collected from airport patrons. In an effort to streamline administration, a single rate schedule for these fees has been developed. A copy of this schedule is provided as Appendix 1 to this Request of Action (ROA). It is the intention of Airport staff in future years to review and update this schedule annually and include it in the annual airport operating budget request.

In addition to the master rate schedule is a procedure for the collection of airport ramp fees which is provided as Appendix 2. Ramp fees are currently collected at the airport, but there has been no written procedure for their collection, waiver, and administration. If approved, this procedure will be incorporated into the *Airport Operations Manual*.

The current ramp fee rates are:

Single engine	\$5.00
Multi engine	\$10.00
Single Turbine / Helicopter	\$15.00
Multi Turbine	\$20.00
Light Jet	\$30.00
Medium Jet	\$50.00
Heavy Jet	\$100.00

In Fiscal Year 2012 (FY-12), a total of \$1,575 in ramp fees was collected. Richland County retained \$1,181 (75%) of this amount.

Approval of these documents will:

1. Provide thorough and formal guidance for the collection of ramp fees.
2. Provide a single, master rate schedule of all airport fees.
3. Increase ramp fees charged to pilots of transient (non-based) aircraft to a level consistent with those charged by Eagle Aviation at Columbia Metropolitan Airport (CAE).
4. Establish a variety of hangar lease periods and provide incentive to tenants for longer-term leases (three years). Future three-year hangar leases are at current established monthly rates. There are monthly rate increases for shorter lease periods.

C. Legislative / Chronological History

The Richland County Airport Commission voted to recommend approval of both of these documents at their May 13, 2013 meeting.

D. Financial Impact

Financial impact is not known; however, it is estimated to be neutral or positive to airport revenue. Because of the historic lack of formal procedures for the collection of ramp fees, as well as their increased rate, it is estimated that ramp fee collection will increase.

E. Alternatives

1. Approve the proposed master rate schedule of airport fees for FY14 and the procedures for the collection of ramp fees.
2. Do not approve the proposed master rate schedule of airport fees for FY14 and the procedures for the collection of ramp fees.
3. Approve one of the two requests stated above.

F. Recommendation

It is recommended that Council approve the documents contained in Appendices 1 and 2 as recommended by the Richland County Airport Commission.

Recommended by: Christopher S. Eversmann Department: Airport Date: 6/4/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval based on the proposed schedule. The 3-year lease period is consistent with the current lease structure and should be revenue-neutral. Additionally the schedule establishes a standard practice for the lease and fee review.

Legal

Reviewed by: Elizabeth McLean

Date: 6/19/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 6/19/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the revised rate schedule as proposed.

**Jim Hamilton - LB Owens Airport
(CUB)
Fiscal Year 2014 (FY-14) Master Rate schedule**
Updated: 4-Jun-13

Hangar monthly lease rates

Item	Lease Period				
	3-year	2-year	1-year	6-month	1-month
T-Hangar, 40 foot	\$ 170.00	\$ 187.00	\$ 204.00	\$ 221.00	\$ 238.00
T-Hangar, 41.6 foot	\$ 200.00	\$ 220.00	\$ 240.00	\$ 260.00	\$ 280.00
T-Hangar, 43 foot	\$ 200.00	\$ 220.00	\$ 240.00	\$ 260.00	\$ 280.00
Corporate, small	\$ 375.00	\$ 412.50	\$ 450.00	\$ 487.50	\$ 525.00
Corporate, medium	\$ 500.00	\$ 550.00	\$ 600.00	\$ 650.00	\$ 700.00
Corporate, large	\$ 600.00	\$ 660.00	\$ 720.00	\$ 780.00	\$ 840.00
Corporate, large, improved	\$ 675.00	\$ 742.50	\$ 810.00	\$ 877.50	\$ 945.00

Tie-down monthly lease rates

Item	Lease Period		
	1-year	6-month	1-month
Paved	\$ 40.00	\$ 44.00	\$ 48.00
Grassed	\$ 30.00	\$ 33.00	\$ 36.00

Daily ramp fees

Aircraft type	Fee	Comment
Single engine	\$ 10.00	
Multi engine	\$ 20.00	
Single turbine / Helicopter	\$ 30.00	
Multi turbine	\$ 60.00	
Light Jet	\$ 100.00	(MTOW < 12,500 lbs)
Medium Jet	\$ 150.00	(12,500 lbs < MTOW < 41,000 lbs)
Heavy Jet	\$ 300.00	(MTOW > 41,000 lbs)

Note: MTOW = Maximum Take

Off Wt

Hangar pedestrian door key replacement / additional

Best key blank	\$ 15.00
Schlage blank	\$ 10.00
Kwickset blank	\$ 10.00

Hangar pedestrian door lock replacement

Best lock	\$ 105.00
Schlage lock	\$ 80.00
Kwickset lock	\$ 80.00

Airport ID Badge replacement

AIDB Prox card	\$ 15.00
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Ramp Fee Collection Procedures

A ramp fee will be charged to the operator of all transient (*i.e.* – non-based) aircraft which land and park on the aircraft apron, taxiway, or other tie down areas at the Jim Hamilton – LB Owens Airport (CUB). The ramp fee will only be charged once in a 24-hour period per aircraft. The ramp fee schedule will be approved by the Richland County Airport Commission and the Richland County Council and will be reviewed annually as part of the airport operating budget process. The current ramp fee schedule will be posted in the airport terminal building in a visible, prominent location.

The ramp fee will be waived in the following situations:

- If the aircraft operator purchases goods or services from the airport Fixed Base Operator (FBO) or based Specialized Aviation Services Operator (SASO) during their visit;
- If the aircraft remains on the airport for less than a two-hour period;
- For all government and military aircraft;
- If the aircraft is on a medical mission (including medical mercy missions);
- If the aircraft is supporting an EAA-242 Young Eagles event;
- At the discretion of the Airport Director.

The ramp fee will be collected by the FBO and the revenue split between the Airport Sponsor (75%) and the FBO (25%). The FBO will report and pay the Airport Sponsor their portion of the revenue accumulated over the preceding month on a monthly basis. The payment by the FBO will include a report, by aircraft registration number, of the following data:

- Aircraft registration number;
- Aircraft classification;
- Date of visit;
- Time of arrival;
- Amount of ramp fee collected; or
- Reason for waiver.

Richland County Council Request of Action

Subject

Requested Authorization for Negotiation and Award of Fleet Maintenance Contract [**PAGES 243-247**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council authorize the Procurement Director to negotiate and award a contract to First Vehicle Services (FVS) for the provision of Richland County fleet maintenance services.

Richland County Council Request of Action

Subject: Requested Authorization for Negotiation and Award of Fleet Maintenance Contract

A. Purpose

County Council is requested to authorize the Procurement Director to negotiate and award a contract to First Vehicle Services (FVS) for the provision of Richland County fleet maintenance services.

B. Background / Discussion

The Richland County fleet has 1,265 pieces, which ranges from small mowers, generators, automobiles, pickup trucks and other light equipment to tractors to large trucks and construction equipment in the heavy equipment fleet.

The current agreement with First Vehicle Services for County fleet maintenance is expiring. The Office of Procurement and Contracting conducted an RFP process to determine the best contractor for the provision of these services. RFP RC-011-P-1213, for Fleet Maintenance and Management Services. A team of nine members were chosen to evaluate and score the responses to the RFP. The contract, once approved, would include four possible annual renewals that are dependent on performance, for a total length of five years.

The team included Procurement and the County Fleet Manager, as well as department fleet representatives from seven other departments: the Richland County Sheriff's Department, Emergency Services Department, the Alvin S. Glenn Detention Center, Public Works, Utilities, Animal Care and Planning. Four proposals were received from maintenance companies interested in providing the County's fleet maintenance. The companies, with their evaluation team total score were:

<u>Company</u>	<u>Total Evaluation Score (900 Possible Points)</u>
Elite Line Services (ELS)	739
First Vehicle Services (FVS)	791
Vector Fleet Management	694
VehiCare Fleet	584

The two highest scoring companies, Elite Line Services and First Vehicle Services, were given the opportunity to make presentations to the evaluation team members on May 1. The presentations covered various aspects of the company's proposal and the details of their maintenance program, and afforded the evaluators the opportunity to ask questions in response. After these sessions, seven team members submitted narrative evaluations. First Vehicle Services (FVS) received a majority of the evaluation team recommendations and has been selected as the most responsive, responsible responder that best met the specifications and requirements of the RFP process.

If approved by Council, the Procurement Director will initiate discussions with First Vehicle Services regarding the proposal, finalize the details and award the contract.

APPENDIX 1

Consolidated Evaluations					
Evaluation Criteria RC-011-P-1213 Description: Fleet Maintenance & Management Services	Maximum Percentage	Elite Line Services	First Vehicle Services	Vector Fleet Management	Vehicle Fleet
Functionality & Suitability	30				
Fleet		28	29	26	23
Sheriff		27	28	28	25
Procurement		28	28	23	20
EMS		21	27	25	13
ASGDC		27	26	29	25
Public Works		25	30	20	15
Utilities		20	22	25	24
Animal Control		30	30	30	20
Planning		29	27	20	10
	270	235	247	226	175
Performance History & Standards	25				
Fleet		23	25	22	20
Sheriff		23	24	24	20
Procurement		23	23	23	20
EMS		17	21	19	15
ASGDC		24	24	24	23
Public Works		20	20	20	10
Utilities		12	15	18	10
Animal Control		25	25	22	15
Planning		25	24	15	10
	225	192	201	187	143
Professional Qualifications	20				
Fleet		19	20	17	15
Sheriff		18	18	18	16
Procurement		18	20	18	17
EMS		12	18	15	14
ASGDC		19	19	19	19
Public Works		20	20	15	10
Utilities		10	15	12	12
Animal Control		20	20	20	10
Planning		19	18	10	10
	180	155	168	144	123
Experience	10				
Fleet		8	10	9	7
Sheriff		4	10	9	2
Procurement		7	8	8	6

EMS		7	9	8	10
ASGDC		10	10	10	10
Public Works		10	10	10	5
Utilities		6	9	8	7
Animal Control		8	10	10	9
Planning		10	10	5	10
	90	70	86	77	66
Minority Participation	10				
Fleet		10	8	2	2
Sheriff		10	10	0	2
Procurement		10	5	3	3
EMS		10	10	10	10
ASGDC		5	5	5	5
Public Works		10	0	0	10
Utilities		5	5	1	1
Animal Control		0	10	0	0
Planning		6	5	1	1
	90	66	58	22	34
Cost	5				
Fleet		2	3	4	5
Sheriff		3	4	5	5
Procurement		3	4	4	5
EMS		2	2	4	4
ASGDC		3	5	4	5
Public Works		0	5	5	5
Utilities		2	2	4	4
Animal Control		2	3	4	5
Planning		4	3	4	5
	45	21	31	38	43
Total	900	739	791	694	584

Richland County Council Request of Action

Subject

Approval of FY 13-14 Budgets within the FY 12-16 Consolidated Plan for Community Development Department Funds
[PAGES 248-251]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve the itemized budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds for FY 13-14 with the exception of the Columbia Urban League line item, which was removed. The remaining \$47,500 in funding will be returned to the General Fund.

Staff will provide a recommendation to Council regarding the reallocation of the \$47,500 in funding. The upcoming year's budget will be included in the proposed FY 13-14 Annual Action Plan which will be submitted to the US Department of HUD by August 15, 2013.

Richland County Council Request of Action

Subject: Approval of FY 13-14 Budgets within the
FY 12-16 Consolidated Plan for Community Development Department Funds

A. Purpose

County Council is requested to approve the itemized budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds for FY 13-14. These budgets are not County general funds but federal funds. The upcoming year's budget will be included in the proposed FY 13-14 Annual Action Plan which will be submitted to the US Department of HUD by August 15, 2013. A public meeting will be advertised and held in August 2013. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and for the public to attend. The Annual Action Plan however does require Council action through endorsement and/or approval of the plan. The completed FY 13-14 Annual Action Plan will be submitted for Council endorsement and/or approval in Fall 2013. At this time, we seek approval on the FY 13-14 CDBG and HOME budgets as outlined below.

B. Background / Discussion

- This is more of an internal mandate than HUD requirement, but Council action will strengthen the plan as well as provide public support.
- The Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) budgets reflect FY 13-14 funds under the Annual Action Plan section.
- This approval is requested because the Action Plan is due August 15th and Council will be on break during that time. The CD Department will bring the full Consolidated Plan before the Council this fall for full approval.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

Please see the estimated draft budgets below for both CDBG and HOME funds:

CDBG For FY 13-14	\$1,270,319
New: Columbia Urban League	\$47,500.00
New: Sistercare	\$10,746
Ongoing: Monticello Road Streetscape (Phase 2)	\$350,000
Ongoing: HMIS Match (Phase 2)	\$30,000
Ongoing: Columbia Housing Authority – Job Development/Training for Section 3 Residents	\$50,000
Ongoing: SE Columbia Medical Facility (Phase 2)	\$375,000
Ongoing: Emergency Repair Program	\$153,010
Administration (not to exceed 20%)	\$254,063

HOME Budget FY 13-14 *	\$ 451,016.00
CHDO Set Aside Programmatic and	\$ 100,000.00

Operating Funds	
Housing Rehab Program (owner-occupied only)	\$ 85,915.00
RCHAP (down payment assistance)	\$ 220,000.00
Administration (not exceed 10%)	\$ 45,101.00

* The only financial impact to the County is the HOME match requirement. The amount of HOME match is \$101,479 and is required to be allocated from the General Fund. The County has provided the required match amount since the HOME program began in 2002.

E. Alternatives

1. Approve the FY 13-14 estimated budgets for CDBG and HOME to be found in the FY 13-14 Action Plan due to HUD by August 15, 2013. These funds are grant funds from the U.S. Department of HUD.
2. Do not approve the estimated FY 13-14 budgets for CDBG and HOME and the funds will not be entered by Finance Department. Subsequently, the funds could be rescinded or not spent timely, thereby creating additional areas of concern for the County. These funds are grant funds from the US Department of HUD.

F. Recommendation

It is recommended that Council approve the FY 13-14 estimated budgets for CDBG and HOME to be found in the FY 13-14 Action Plan which will be submitted to HUD by August 15, 2013.

Recommended by: Valeria Jackson Department: Community Development Date: 6/7/2013

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 6/18/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Grants

Reviewed by: Sara Salley Date: 6/19/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

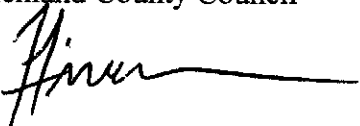
Legal

Reviewed by: Elizabeth McLean Date: 6/19/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett Date: 6/19/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

MEMORANDUM

To: Members of Richland County Council
From: Frank Frierson 
Date: June 27, 2013
Subject: Proposed Re-allocation of CDBG Funds for FY 13-14

The Richland County Community Development Department Director, Valeria Jackson, would like to recommend the following re-allocation of CDBG funds for the FY 13-14 budget.

Since it has been decided that the Columbia Urban League will be funded by general County funds, this leaves \$47,500.00 of CDBG funds to be re-allocated to another activity in the CDBG FY 13-14 budget.

Ms. Jackson recommends to Richland County Council that the CDBG funds be added to the existing CDBG activity listed as the ongoing Emergency Repair Program. This will result in this budget line item having a new total of \$200,510.00.

Thank you.

Richland County Council Request of Action

Subject

Purchase of Building and Lot for New Blythewood Magistrate District Office [**PAGES 252-266**]

Notes

June 25, 2013 - The Committee unanimously approved the recommendation that Council approve the purchase of 118 McNulty, Blythewood, SC 29016, Tax Map Number R15213-01-11 for the purpose of housing the newly created Blythewood Magistrate District Office in a County owned facility in the Blythewood District.

Richland County Council Request of Action

Subject: Purchase of Building and Lot for New Blythewood Magistrate District Office

A. Purpose

County Council is requested to approve the purchase of 118 McNulty, Blythewood, SC 29016, Tax Map Number R15213-01-11 for the purpose of housing the newly created Blythewood Magistrate District Office in a County owned facility in the Blythewood District. A map and photos of the location are attached (Appendix 1).

B. Background / Discussion

The 2010 Census information and the 2009-2010 SC State Treasurer's Accommodations and Revenue Distribution information created changes in the maximum number of magistrates in Richland County with an increase of 2.25. Additionally, Magistrate jury lines were redrawn effective June 7, 2012, creating a new Blythewood jury area. For FY 12-13, County Council approved creation and support for the new Blythewood Magistrate District Office.

The property, 118 McNulty, Blythewood, SC 29016, Tax Map Number R15213-01-11, is owned by Goody Investments, LLC. The purchase price is \$1,050,000.00. Closing costs are to be determined (see number 8 of the contract that says, "Each of the parties shall pay its own attorney's fees arising from this transaction. Seller shall pay the transfer tax on the deed and any and all general and special assessments against the property. Ad valorem taxes shall be prorate (sic) based on an estimate and either party shall be entitled to seek an adjustment of the proration based on the actual tax amount no later than March 31 of the following year." The contract is attached (Appendix 2).

C. Legislative / Chronological History

This is a staff-initiated request for a new office. Therefore, there is no legislative history.

D. Financial Impact

The funds are currently available in the Public Safety Bond and the costs will be allocated as follows:

1. Building and lot (to include up-fitting) is \$1,050,000.00.
2. Closing costs will be determined just prior to closing.

E. Alternatives

1. Approve the request to purchase the building located at 118 McNulty Street Blythewood, SC, 29016. The purchase will provide an office for the newly created Blythewood Magistrate District office. The location, which is within the District, would provide adequate space for the Court operations.
2. Do not approve the request to purchase the building located at 118 McNulty Street Blythewood, SC, 29016.

F. Recommendation

It is recommended that County Council approve the purchase of 118 McNulty Street, Blythewood, SC 29016 for the purpose of housing the newly created Blythewood Magistrate District Office in a County owned facility located in the Blythewood District.

Recommended by: Chief Donald J. Simons Department: Magistrate Date: 6-18-2013

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 6/20/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommendation is based on availability of budget funds and the request is consistent with the Capital Improvement Plan.

Sheriff

Reviewed by: Leon Lott Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

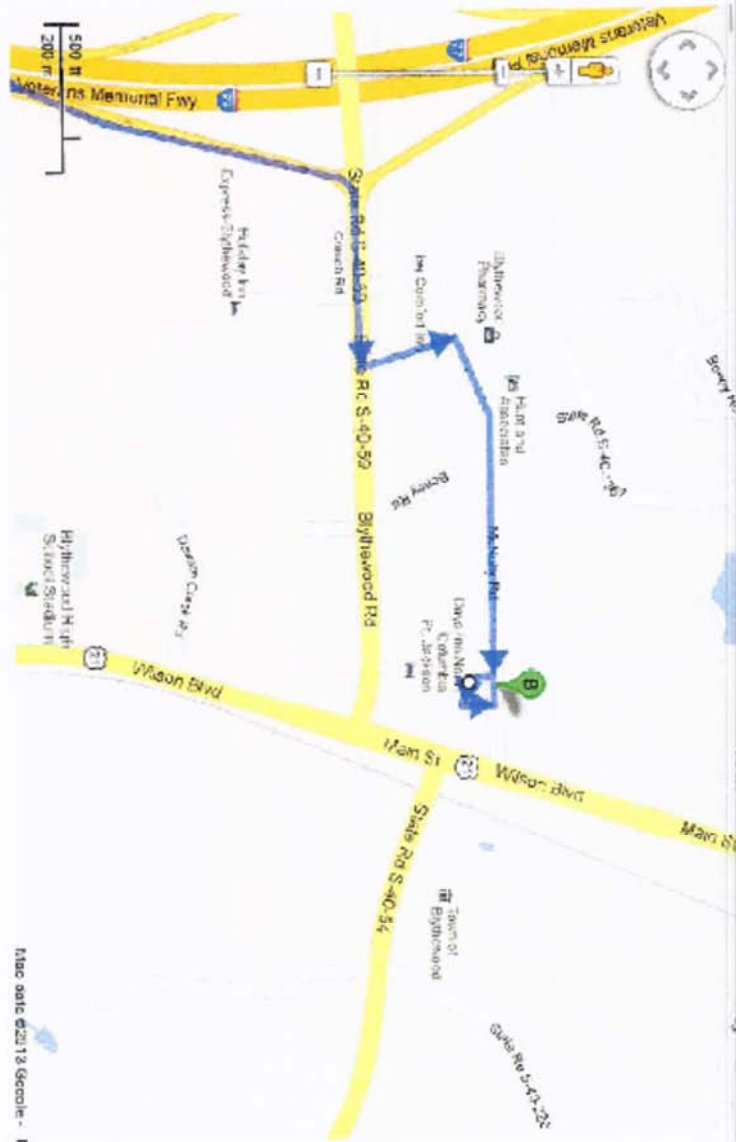
Legal

Reviewed by: Brad Farrar Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision/Council discretion

Administration

Reviewed by: Tony McDonald Date: 6/21/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: This action is consistent with the County’s long term plan to house magistrates in County owned facilities, and bond funds are available for this transaction. Recommend approval.

Appendix I







The front of the building and the columns will have 24 inches of brick at the bottom and the remainder will be stucco.







Appendix 2

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this 18 day of JUNE, 2013, by and between GOODY INVESTMENTS, LLC (hereinafter "Seller"), whose address is _____, and RICHLAND COUNTY, SOUTH CAROLINA (hereinafter "Purchaser"), whose address is Attention: Tony McDonald County Administrator, 2020 Hampton Street, Room 4058, Columbia, South Carolina 29201.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property.** Seller agrees to sell and transfer and Purchaser agrees to purchase and accept, upon the terms and conditions hereinafter set forth, that certain parcel of land, together with improvements thereon, situate, lying and being on 118 McNulty Street in (or near) the Town of Blythewood, Richland County, South Carolina, Richland County Tax Map Parcel 15213-01-11, a copy of such map or sketch being attached hereto as Exhibit A and made a part hereof (the "Property").

2. **Purchase Price.** The purchase price shall be One Million Fifty Thousand Dollars and 00/100 (\$1,050,000.00) (the "Purchase Price") and shall be payable at closing by Purchaser to Seller by bank wire transfer or by cashier's check or attorney escrow check.

3. **Feasibility Study.** Any provision hereof to the contrary notwithstanding, Purchaser shall have thirty days (30) days after the date hereof (the "Feasibility Period") to perform development studies, financial analyses, feasibility studies, inspections, utility studies, storm drainage analyses, soil tests, surveys, appraisals, environmental studies and such other tests, evaluations and examinations of the Property as Purchaser may desire.

4. **Subject to County Council Approval.** This Agreement is being executed by the County Administrator subject to the condition that this Agreement and the appropriation of funds to close must be approved by Richland County Council.

5. **Title and Survey.** Seller shall satisfy all mortgage liens and all other liens on the Property at Closing. Seller will convey the Property by general warranty deed subject to easements and restrictions of record and matters of survey.

6. **Closing.** Closing shall be held on or before September 30, 2013 and shall take place at the offices of _____ to be determined _____ or at such other place as the parties may otherwise agree.

7. **Closing Documents.** Seller shall execute and deliver the following to Purchaser at Closing:

(a) **Deed.** A general warranty deed, subject to easements and restrictions of record and matters of survey. The deed shall be in proper form for recording and shall be duly executed, witnessed and acknowledged.

(b) Affidavits, Residency Certificate, Tax Compliance Certificate. If applicable under law or if required by Purchaser's title insurance company, affidavits and indemnification agreements that there are no amounts owed for labor, materials or services respecting the Property and that there are no parties in possession except under current leases, any residency certificates pursuant to S.C. Code § 12-5-850 and Section 1445 of the U.S. Internal Revenue Code, and a current tax compliance certificate from the South Carolina Department of Revenue, if required under applicable law.

8. **Closing Costs, Taxes and Assessments.** Each of the parties shall pay its own attorney's fees arising from this transaction. Seller shall pay the transfer tax on the deed and any and all general and special assessments against the Property. Ad valorem taxes shall be prorated on a calendar year basis. If the current year tax amount is not available, the parties shall prorate based on an estimate and either party shall be entitled to seek an adjustment of the proration based on the actual tax amount no later than March 31 of the following year.

9. **Assigns.** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10. **No Commissions.** Each party represents that no brokerage fees are involved in the sale of the property.

11. **Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore and between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, neither party relying upon any statement or representation not embodied in this Agreement, made by the other. The covenants and warranties contained herein shall survive the Closing.

12. **Modification.** This Agreement may not be modified or amended nor shall any of its provisions be waived except by a written instrument signed by Seller and Purchaser.

13. **Possession.** Possession of the Property will be delivered at Closing.

14. **Severability.** In the event any provision in this Agreement shall be held by a court of competent jurisdiction after final appeal (if any) to be illegal, unenforceable or contrary to public policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect.

15. **Paragraph Headings.** The paragraph headings contained herein are for convenience only, and should not be construed as limiting or altering the terms hereof.

16. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of South Carolina.

17. **Notices.** All notices required or permitted to be given hereunder shall be in writing and either hand delivered or sent by certified mail, return receipt requested, to the party to be notified at its address set forth above. Notice by mail shall be effective on the date of receipt as evidenced by signed receipt.

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

SELLER

By: _____ (SEAL)

PURCHASER

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (SEAL)

Tony McDonald
County Administrator

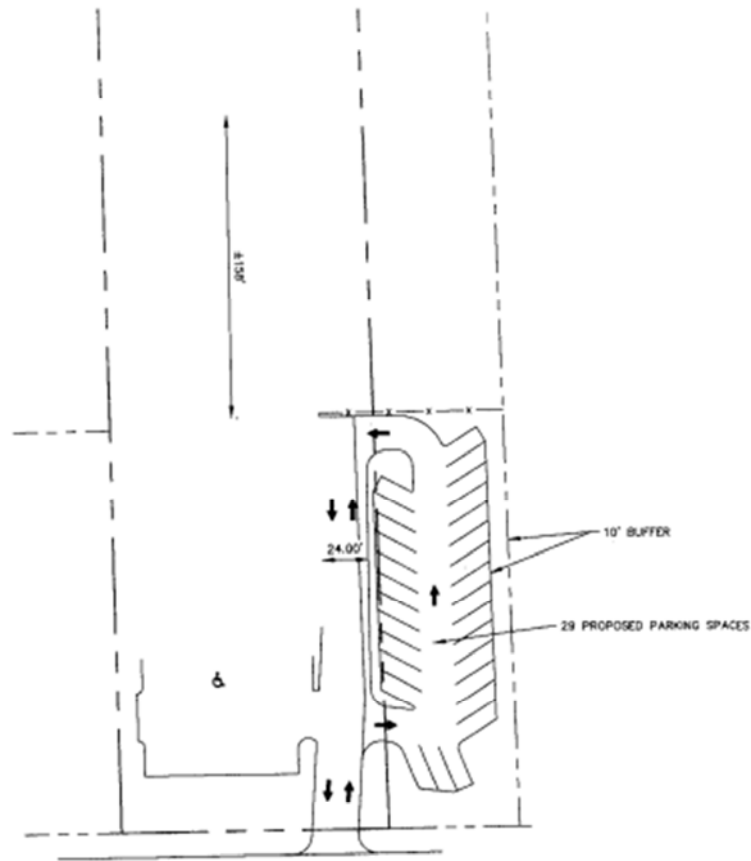
EXHIBIT A

PROJECT: BLYTHEWOOD MAGISTRATE / REGION #6 RICHLAND COUNTY SHERIFF DEPT.
118 MCNULTY STREET BLYTHEWOOD, S.C. 29016
TMS# 15212-01-11

BUILDING/LAND	\$750,000
ARCHITECTURAL DRAWINGS / ENGINEERING	\$18,200
PERMITS	\$4,000
LANDSCAPING	\$4,500
DEMOLITION	\$6,100
PAVING	\$52,225
FENCING	\$16,500
STUCCO/BRICK	\$21,000
PLUMBING	\$18,200
ELECTRICAL	\$16,050
HVAC	\$10,400
PETITION WALLS	\$14,500
ACCUSTICAL CEILINGS	\$6,300
CARPENTRY	\$18,600
DRYWALL	\$14,500
FLOORING	\$6,800
DOORS / TRIM	\$7,000
PAINT	\$7,500
COURTROOM CARPENTRY	\$4,600
HARDWARE / FIXTURES	\$4,500
ACCESSORIES	\$3,000
CLEANUP	\$2,500
GENERAL CONDITION	\$11,025
PROFIT	\$32,000

TOTAL PROJECT – 8,000 SQFT. BUILDING, 5+ ACRES OF LAND \$1,050,000.00

118 MCNULTY STREET BLYTHEWOOD, S.C. 29016

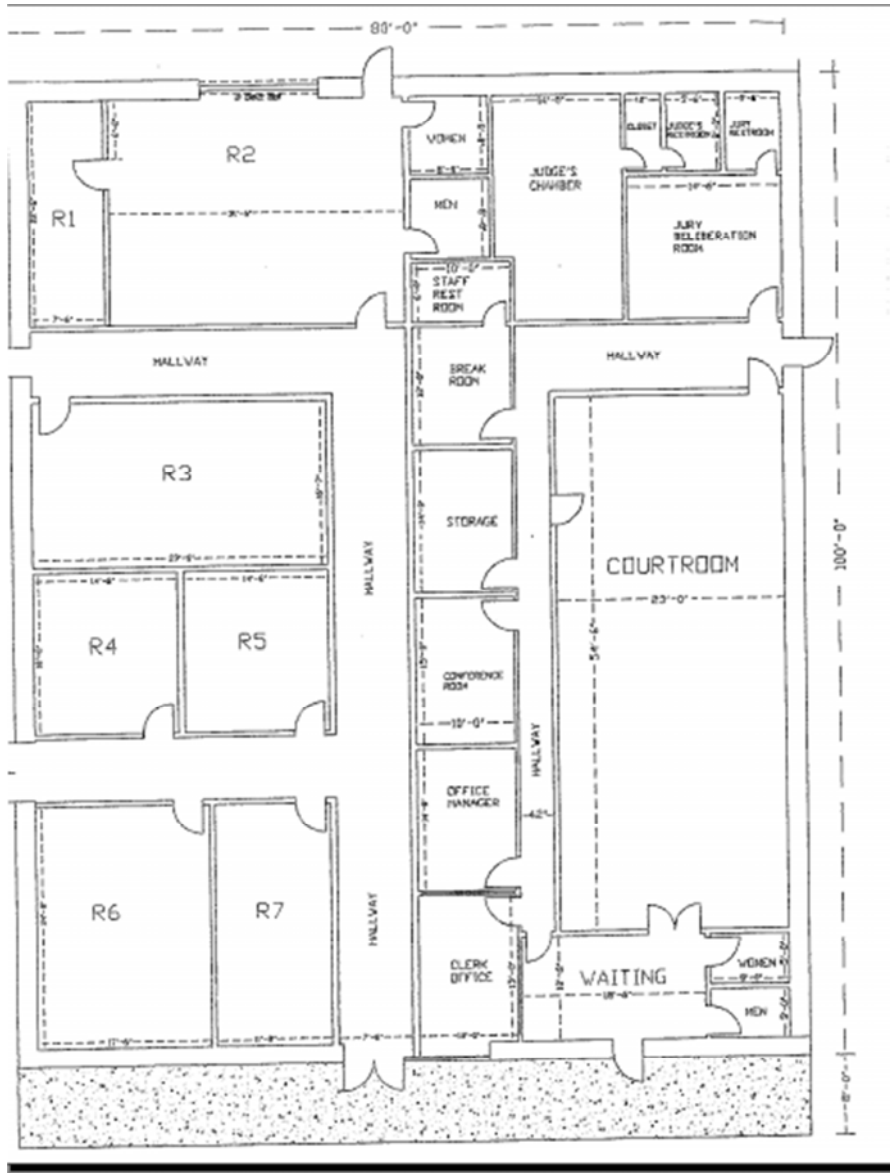


McNULTY STREET

PARKING SUMMARY
 EX. PARKING SPACES = 18 SPACES
 PROPOSED PARKING SPACES = 29 SPACES
 TOTAL NUMBER OF PARKING SPACES = 47 SPACES

NOTE: THIS PLAN MAY BE SUBJECT TO SITE AND REGULATORY CONSTRAINTS NOT INVESTIGATED AT THIS TIME AND MUST BE CONSIDERED CONCEPTUAL IN NATURE.

SKETCH "C"
 SCALE: 1" = 40'



Richland County Council Request of Action

Subject

An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto -- CMRTA FY14 Budget [**PAGES 267-277**]

- a. CMRTA IGA [**PAGES 278-318**]
- b. CMRTA Resolution [**PAGES 329-332**]

Notes

April 23, 2013 - The Committee unanimously approved the recommendation that Council adopt an ordinance approving a budget for and the distribution of the revenues from the one percent (1%) Sales and Use Tax (Transportation Penny) for transportation projects for fiscal year 2013-2014 and other matters related thereto

First Reading: May 7, 2013
Second Reading: May 21, 2013
Third Reading:
Public Hearing: May 21, 2013

Richland County Council Request of Action

Subject: Budget and Distribution of Revenues for Sales and Use Tax (Transportation Penny)

A. Purpose

County Council is being asked to adopt an ordinance approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax (Transportation Penny) for transportation projects for fiscal year 2013-2014 and other matters related thereto.

B. Background / Discussion

Pursuant to the South Carolina Code of Laws, Richland County must adopt an ordinance which approves the budget, and distribution of, Transportation Penny revenues.

On July 18, 2012, County Council enacted Ordinance No. 039-12HR (the "Sales Tax Ordinance") imposing, subject to a successful referendum, a one percent (1%) sales and use tax (the "Sales and Use Tax") for 22 years to be used to fund transportation projects. On November 6, 2012, the County held a referendum which resulted in a favorable vote of a majority of the qualified electors. No further action is needed to impose the Sales and Use Tax. The Sales and Use Tax will be collected beginning May 1, 2013.

The proposed ordinance (attached) provides for the distribution of each quarterly payment of the Sales and Use Tax in a manner required by the Sales Tax Ordinance and the question presented in the referendum as follows:

- (a) 3% of each quarterly payment shall be paid to the County for payment of administrative costs related to the Projects;
- (b) The balance of each quarterly payment shall be distributed as follows:
 - (i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Maximum Amount: \$656,020,644 which is 63% of the amount available for project costs;
 - (ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Maximum Amount: \$300,991,000 which is 29% of the amount available for project costs; and
 - (iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Maximum Amount: \$80,888,356 which is 8% of the amount available for project costs.

Pursuant to the Sales Tax Ordinance, County Council shall adopt annually prior to the beginning of each fiscal year a budget for expenditures of Sales and Use Tax revenues. For this first fiscal year, a detailed list of expenditures for Projects 1 and 3 (roadway projects (b) (i) and pedestrian improvements / bikeways / greenways (b) (iii)) is not yet available. The proposed ordinance provides that the County Administrator obtain approval of County Council before the expenditure of revenues for those Projects.

The amount to be distributed to the Central Midlands Regional Transit Authority (the “CMRTA”) shall be expended pursuant to its Fiscal Year 2013-2014 budget, which is forthcoming. The proposed ordinance requires that the CMRTA shall provide County Council with a copy of its budget for fiscal year 2013-2014.

The proposed ordinance provides that the County Administrator shall provide to County Council periodic reports as requested by County Council. It also requires the CMRTA to provide quarterly financial information and a copy of its annual audit.

C. Legislative / Chronological History

On July 18, 2012, County Council enacted Ordinance No. 039-12HR (the “Sales Tax Ordinance”) imposing, subject to a successful referendum, a one percent (1%) sales and use tax (the “Sales and Use Tax”) for 22 years to be used to fund transportation projects.

On November 6, 2012, the County held a referendum which resulted in a favorable vote of a majority of the qualified electors.

The Sales and Use Tax will be collected beginning May 1, 2013.

D. Financial Impact

Enactment of the proposed ordinance relates only to the receipt and expenditure of Sales and Use Tax revenue. Enactment of the proposed ordinance will have no financial impact on any other County funds.

E. Alternatives

1. Approve the request to enact the proposed ordinance as presented.
2. Do not approve the request which would require an alternate form of direction regarding distribution of the Sales and Use Tax.

F. Recommendation

It is recommended the Council approve the proposed ordinance as presented.

Recommended by: Roxanne Ancheta Date: April 15, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/17/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 4/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the proposed ordinance as presented.

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

AN ORDINANCE APPROVING A BUDGET FOR AND THE DISTRIBUTION OF THE REVENUES FROM THE ONE PERCENT (1%) SALES AND USE TAX FOR TRANSPORTATION PROJECTS FOR FISCAL YEAR 2013-2014 AND OTHER MATTERS RELATED THERETO.

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

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

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the Act, on July 18, 2012, the County enacted Ordinance No. 039-12HR (the "Sales Tax Ordinance") imposing a one percent (1%) sales and use tax (the "Sales and Use Tax") within the County for a period of 22 years for the purpose hereinafter described.

(c) Pursuant to the terms of the Act and the Sales Tax Ordinance, a referendum was held in the County on November 6, 2012, regarding imposition of the Sales and Use Tax, which resulted in a favorable vote of a majority of the qualified electors.

(d) The Sales and Use Tax will be expended for the payment of administrative expenses and the costs of the following projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects, for the following purposes:

(i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Maximum Amount: \$656,020,644 which is 63% of the amount available for project costs ("Project 1");

(ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Maximum Amount: \$300,991,000 which is 29% of the amount available for project costs ("Project 2"); and

(iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Amount: Maximum Amount: \$80,888,356 which is 8% of the amount available for project costs ("Project 3," together with Project 1 and Project 2, the "Projects").

(e) The imposition of the Sales and Use Tax and the use of Sales and Use Tax revenue shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of Sales and Use Tax revenue established by the Act and other applicable law. Subject to annual appropriations

by County Council, Sales and Use Tax revenues shall be used for the costs of the Projects approved in the referendum, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the Projects.

(f) The Sales and Use Tax will be imposed beginning May 1, 2013. The revenue from May and June 2013 will be received in fiscal year 2013-2014. The terms and provisions of this ordinance relate to the fiscal year in which the County receives the Sales and Use Tax revenue.

SECTION 2. Receipt of Funds by County Treasurer; Distribution Thereof. Pursuant to the Act, the State Treasurer shall distribute the revenue from the Sales and Use Tax quarterly to the Richland County Treasurer (the "County Treasurer"). The County Treasurer shall hold the revenues and any interest earnings of the Sales and Use Tax in a fund separate and distinct from all other funds of the County. Quarterly distributions of the revenue shall be made by the County in the amounts and only for the purposes stated herein.

SECTION 3. Approval of Budget; Authorization to Distribute Sales Tax Revenue. Pursuant to the Act and the ballot question approved in the referendum held on November 6, 2012, the distribution of the Sales and Use Tax revenue shall be as follows:

(a) 3% of each quarterly payment shall be paid to the County for payment of administrative costs related to the Projects;

(b) The balance of each quarterly payment shall be distributed as follows:

(i) 63% shall be paid to the County for costs of Project 1;

(ii) 29% shall be paid to the Central Midlands Regional Transit Authority for Project 2; and

(ii) 8% shall be paid to the County for costs of Project 3.

(c) Prior to the expenditure of funds for Projects 1 and 3, the County Administrator will obtain County Council's approval for such expenditure. Prior to the expenditure of funds by the Central Midlands Regional Transit Authority (the "CMRTA") for Project 2, the CMRTA shall provide County Council with a copy of its budget for fiscal year 2013-2014.

SECTION 4. Reporting Requirements.

(a) The County Administrator shall provide periodic reports to County Council regarding the use of Sales and Use Tax revenues for Projects 1 and 3 in such form and in such frequency as shall be requested by County Council.

(b) The CMRTA shall provide to County Council an independent annual audit and quarterly financial information, all in a form satisfactory to County Council.

SECTION 5. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable

from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this ordinance.

(d) This Ordinance shall take effect immediately upon approval at third reading.

(e) All previous ordinances regarding the same subject matter as this ordinance are hereby repealed.

[Signatures Follow]

Enacted this ____ day of _____, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2013:

Michelle Onley
Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:

Date of Second Reading:

Date of Third Reading:

Central Midlands Regional Transit Authority
 Budget for the Year Ending June 30, 2014
 With Income Statement For The 6 Month Period Ended 3/31/2013
 And Budget for the 9 Month Period Ending June 30, 2013

Revenue	Year to Date As of 3/31/13	% of Revenue	Budget		% of Revenue	Budget		Notes	% of Revenue
			Ended 6/30/13	Revenue		Ended 6/30/2014	Revenue		
1 3010-010-000-00	Farebox Revenue	595,741	14.82%	896,501	12.25%	1,476,402	5.69%	1	
2 3020-010-000-00	Ticket Sales Revenue	187,450	4.66%	263,750	3.60%	425,000	1.64%	2	
3 3022-010-000-00	Advertising Revenue	24,753	0.62%	34,625	0.47%	44,500	0.17%	3	
4 3023-010-000-00	In Kind Revenue	-	0.00%	45,000	0.61%	60,000	0.23%	4	
5 3025-010-000-00	Contracted Service Revenue	51,952	1.29%	92,500	1.26%	-	0.00%	5	
6 3026-010-000-00	Local Revenue-Columbia	1,909,015	47.48%	2,850,000	38.93%	-	0.00%	6	
7 3027-010-000-00	Local Revenue-Lexington City	54,038	1.34%	87,250	1.19%	116,250	0.45%	7	
8 3031-010-000-00	Local Revenue - Richland City	834,996	20.77%	1,252,500	17.11%	-	0.00%	8	
9 3033-010-000-00	1% Sales Tax Revenue Earned	-	0.00%	-	0.00%	14,985,186	57.74%	9	
10 3032-010-000-00	Interest Income	355	0.01%	-	0.00%	-	0.00%	10	
11 3037-010-000-00	State Mass Transit Funds-Operations Revenue	254,264	6.32%	375,841	5.13%	471,121	1.82%	11	
12 3110-010-096-010	Federal Revenue Capital	-	0.00%	120,375	1.64%	305,347	1.18%	12	
13 3110-010-210-00	Federal Revenue - Planning	418	0.01%	-	0.00%	-	0.00%	13	
14 XXXX-XXX-XXX-XX	Federal Revenue: Mobility Management	-	0.00%	-	0.00%	82,496	0.32%	14	
15 3111-010-000-00	Projected PM & DART Grant Revenue	-	0.00%	1,302,000	17.79%	1,987,518	7.66%	15	
16 3110-010-000-09	Federal Revenue for CapX Fleet Procurement	-	0.00%	-	0.00%	6,000,000	23.12%	16	
17 3112-010-210-09	Federal Revenue-Capital (PM)	2,530	0.06%	-	0.00%	-	0.00%	17	
18 3112-010-247-09	Federal Revenue-Capital (PM)	105,212	2.62%	-	0.00%	-	0.00%	18	
19	Total Revenue	4,020,723	100.00%	7,320,342	100.00%	25,953,820	100.00%	19	

Expenses	Year to Date As of 3/31/13	% of Revenue	Budget		% of Revenue	Budget		Notes	% of Revenue
			Ended 6/30/13	Revenue		Ended 6/30/2014	Revenue		
20 4101-010-000-00	Salaries	80,076	1.99%	129,557	1.77%	608,551	2.34%	20	
21 4103-010-000-00	Contracted Laborers	1,210	0.03%	-	0.00%	-	0.00%	21	
22 4140-010-000-00	Fringe Benefits	39,812	0.99%	68,991	0.94%	317,202	1.22%	22	
23 4201-010-000-00	Dues & Subscriptions:	210	0.01%	950	0.01%	22,500	0.09%	23	
24 4202-010-000-00	Employee Training	5,552	0.14%	4,875	0.07%	6,695	0.03%	24	
25 4203-010-000-00	Marketing/Advertising/Promotion	40,105	1.00%	20,000	0.27%	95,000	0.37%	25	
26 4204-010-000-00	Legal Advertising:	140	0.00%	3,500	0.05%	4,120	0.02%	26	
27 4205-010-000-00	Transit Facility Maint./Repair:	56,431	1.40%	192,961	2.64%	160,188	0.62%	27	
28 4206-010-000-00	Office Supplies/Other Expenses:	1,441	0.04%	3,550	0.05%	12,360	0.05%	28	
29 4208-010-000-00	Postage & Shipping	417	0.01%	925	0.01%	1,236	0.00%	29	
30 4209-010-000-00	Printing	3,198	0.08%	18,750	0.26%	77,250	0.30%	30	
31 4210-010-000-00	Board / Committee Expenses	202	0.01%	-	0.00%	-	0.00%	31	
32 4219-010-000-00	Admin/Miscellaneous:	1,344	0.03%	1,500	0.02%	1,545	0.01%	32	
33 4305-010-000-00	Contractor-Fixed Route:	2,607,757	64.86%	3,920,536	53.56%	6,513,858	25.10%	33	
34 4306-010-000-00	Contractor-DART	671,013	16.69%	1,232,697	16.84%	1,288,726	4.97%	34	
35 4308-010-000-00	Contractor-Contract Services	19,839	0.49%	58,000	0.79%	-	0.00%	35	
36 4321-010-000-00	Vehicle Fuel	407,397	10.13%	675,631	9.23%	1,321,327	5.09%	36	
37 4341-010-000-00	Insurance - Vehicle:	17,571	0.44%	23,813	0.33%	35,142	0.14%	37	
38 4342-010-000-00	Insurance - Facilities	7,418	0.18%	12,375	0.17%	16,995	0.07%	38	

	Year to Date As of 3/31/13	% of Revenue	Budget Nine Months Ended 6/30/13	% of Revenue	Budget FYE 6/30/2014	Notes	% of Revenue
39	4343-010-000-00	4,857	0.12%	8,100	0.11%	11,124	0.04%
40	4344-010-000-00	1,905	0.05%	2,500	0.03%	3,863	0.01%
41	4361-010-000-00	84,981	2.11%	142,500	1.95%	330,000	1.27%
42	4365-010-000-00	29,827	0.74%	47,331	0.65%	65,001	0.25%
43	4366-010-000-00	41,736	1.04%	71,625	0.98%	98,365	0.38%
44	4367-010-000-00	17,088	0.43%	29,075	0.40%	38,750	0.15%
45	4368-010-000-00	2,381	0.06%	9,000	0.12%	40,000	0.15%
46	4369-010-000-00	21,622	0.54%	4,500	0.06%	43,244	0.17%
47	4370-010-096-09	-	0.00%	120,375	1.64%	305,347	1.18%
48	4381-010-000-00	51,516	1.28%	73,500	1.00%	100,940	0.39%
49	4382-010-000-00	3,202	0.08%	7,350	0.10%	10,043	0.04%
50	4383-010-000-00	18,409	0.46%	30,375	0.41%	41,715	0.16%
51	4384-010-000-00	4,688	0.12%	5,450	0.07%	7,468	0.03%
52	4387-010-000-00	59,028	1.47%	316,650	4.33%	614,936	2.37%
53	4401-010-000-00	5,769	0.14%	6,000	0.08%	8,240	0.03%
54	4501-010-210-09	2,202	0.05%	-	0.00%	-	0.00%
55	4505-010-000-00	30,526	0.76%	-	0.00%	-	0.00%
56	4512-010-000-00	21,496	0.53%	22,500	0.31%	63,592	0.25%
57	4515-010-000-00	4,041	0.10%	9,000	0.12%	12,360	0.05%
58	4600-010-000-00	-	0.00%	45,000	0.61%	80,000	0.23%
59	4999-010-000-00	584,301	0.00%	900	0.01%	11,236	0.04%
60	4700-010-000-00	-	14.53%	1,622,585	22.17%	2,163,447	8.34%
61	4601-010-000-00	-	0.00%	-	0.00%	2,811,667	10.83%
62	Total Expenses	4,950,707	123.13%	8,942,927	122.17%	17,324,033	66.75%
63	Net Income (Loss) Before Reserves	(929,985)	-23.13%	(1,622,585)	-22.17%	8,629,787	33.25%
64	Operating Reserve Funding	-	0.00%	-	0.00%	(4,837,455)	-18.64%
65	Capital Reserve Funding	-	0.00%	-	0.00%	(1,500,000)	-5.78%
66	Net Income (Loss)	(929,985)	-23.13%	(1,622,585)	-22.17%	2,292,332	8.83%

Note 1: Cash of \$6,000,000 from contemplated federal grant is expected to be used to acquire new fleet additions.

Note 2: The FYE 6/30/14 budget includes depreciation funding.

Note 3: The amount earned for May and June 2013 from the 1% Sales Tax is expected to be collected in August 2013. This amount is estimated to approximate \$2.7 million. The amount to be earned for the quarter ending 6/30/14 is expected to be collected in August 2014. This amount is estimated to approximate \$3.9 million.

Note 4: The FYE 6/30/14 budget does not include the cost of additional contemplated service effective 4/1/2014.

Note 5: FYE 6/30/14 budget includes \$10,000 for Santee-Waterree operations support. Added to Miscellaneous Expense.

Note 6: FYE 6/30/14 budget includes USC football game revenue of \$42,000 in Farebox Revenue as well as \$48,710 in expense (\$33,310 in VEOLIA Fixed Route cost, \$2,600 in VEOLIA DART Route cost, and \$12,800 in Vehicle Fuel).

Note 7: The Operating Reserve Funding is based on four months of total expenses before reserves, less expense for refunds to City & Richland County.

Note 8: The Capital Reserve Funding is based on 20% match on federal fleet procurement grant.

Note 9: Salaries includes \$410,000 for additional staffing in FYE 6/30/14 budget. Salaries also includes \$20,624 for Mobility grant match for FYE 6/30/14.

Note 10: Fringe benefits includes \$221,195 for additional staffing for FYE 6/30/14.

Note 11: Projected PM & DART Grant Revenue includes \$1,600,000 for PM and \$387,518 for DART for FYE 6/30/14.

- Note 12: Cost of additional service added 5/13/13 is \$1,219,446 for FYE 6/30/14. Of this amount, \$902,390 is included in VEOLIA Fixed Route Cost and \$317,056 is included in Vehicle Fuel.
- Note 13: Cost of additional service to be added 10/1/13 is \$230,490. Of this amount, \$170,563 is included in VEOLIA Fixed Route cost and \$59,927 is included in Vehicle Fuel.
- Note 14: A/C #4387 includes \$496,880 in 20% Preventative Maintenance expense match of federal grant revenue for FYE 6/30/14 budget.
- Note 15: Cash flow will not correspond with net income due to the timing of various revenues earned and expenses incurred vs when these items are received or paid.
- Note 16: As of the date of the preparation of this budget, this line item is in negotiation between CMRTA and the Funding Partners. The actual amount could be more or less than the amount show above. Further, the amount may ultimately be obligated or incurred in a fiscal year other than the year in which this item appears above.
- Note 17: Includes \$41,146 for the cost for VEOLIA-provided Route Scout services.

**INTERGOVERNMENTAL AGREEMENT
RELATING TO
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY**

*Richland County, South Carolina
City of Columbia, South Carolina
City of Forest Acres, South Carolina
Lexington County, South Carolina
The Central Midlands Regional Transit Authority*

This agreement (this “Agreement”) is made and entered into as of _____, 2013, by and among Richland County, South Carolina (“Richland County”), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the “State”); the City of Columbia (the “City of Columbia”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; the City of Forest Acres (the “City of Forest Acres”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; Lexington County, South Carolina (“Lexington County”), a body politic and corporate with such government rights, privileges and liabilities as other counties possess under the provisions of the general laws of the State; and the Central Midlands Regional Transit Authority (the “CMRTA”), a regional transportation authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has as its members Richland County, the City of Columbia, the City of Forest Acres and Lexington County.

WITNESSETH:

WHEREAS, the initial funding for the operation of the CMRTA, which was established in 2002, was provided from a number of sources, including funds from South Carolina Electric & Gas Co. (“SCE&G”), a subsidiary of SCANA Corporation, payments from the City of Columbia pursuant to an Agreement dated October 16, 2002, federal funds, and farebox revenues; and

WHEREAS, beginning in 2006, funding from SCE&G was decreased and in October 2009, the CMRTA received its final payment from SCE&G; and

WHEREAS, beginning in 2006, and continuing through June 30, 2013, funding for the CMTA from Richland County, the City of Columbia and Lexington County has been provided pursuant to the terms of an Agreement between the CMRTA and City of Columbia dated October 16, 2002, a Memorandum of Understanding and a series of Intergovernmental Agreements.

WHEREAS, as a result of a successful Referendum held in Richland County on November 6, 2012, the CMRTA will have a dedicated source of revenue for the continued operation of mass transit services including implementation of near, mid and long-term service improvements in the maximum amount of \$300,991,000 to be provided over not to exceed 22 years, which amount is approximately 29% of the available proceeds of a sales and use tax collected in Richland County beginning May 1, 2013.

WHEREAS, the parties to the Agreement now desire to establish the terms and conditions upon which the CMRTA shall receive and utilize its funding to provide a highly effective public transit system within Richland County and portions of Lexington County.

WHEREAS, Article VIII, Section 13 of the Constitution of the State provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

WHEREAS, by appropriate legislative enactment of Columbia City Council, Richland County Council, Forest Acres City Council, Lexington County Council and the CMRTA, the parties have authorized the execution and delivery of this Agreement by its Richland County Council Chairman, Mayor of the City of Columbia, Mayor of the City of Forest Acres, Lexington County Council Chairman, and Board Chairman of the CMRTA, respectively;

NOW THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

SECTION 1
DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

“2002 Agreement” shall mean the Agreement between the CMRTA and the City dated October 16, 2002.

“Board” shall mean Board of Directors of the CMRTA.

“City of Columbia” shall mean the City of Columbia, South Carolina.

“City of Forest Acres” shall mean the City of Forest Acres, South Carolina.

“Columbia City Council” shall mean the City Council of the City of Columbia, South Carolina.

“CMRTA” shall mean the Central Midlands Regional Transit Authority.

“Council” or “Councils” shall mean Richland County Council and Lexington County Council.

“County” or “Counties” shall mean Richland County and Lexington County.

“Enabling Act” shall mean the Regional Transportation Authority Law codified at Section 58-25-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Forest Acres City Council” shall mean the City Council of the City of Forest Acres, South Carolina.

“Lease Agreement” shall mean the Lease Agreement by and between the City of Columbia and the CMRTA relating to the transfer center located on Sumter Street and bus shelter located on Assembly Street, Columbia, South Carolina.

“Lexington County” shall mean Lexington County, South Carolina.

“Lexington County Council” shall mean the County Council of Lexington County.

“Plan of Service” shall mean the Transit Services provided in the Service Area.

“Richland County” shall mean Richland County, South Carolina.

“Richland County Council” shall mean the County Council of Richland County.

“Rural Transit Services” shall mean administrative, technical, operational and/or contractual support for the operation of transit services in the non-urbanized areas of Richland County as contemplated by Federal

Transit Administration Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas.

“Service Area” shall mean the geographic area in which the CMRTA is currently providing Transit Services, as such Service Area as may be amended from time to time.

“Service and Performance Standards” shall mean the objective criteria to be established by the Board including but not limited to fare box recovery ratios, passengers per hour, and passengers per mile, which shall be used to evaluate performance of individual components of the Transit Services.

“State” shall mean the State of South Carolina.

“Transit Services” shall include but not limited to: (i) fixed route; (ii) ADA Complementary Paratransit Service (Dial-A-Ride-Transit); (iii) shuttle/circulator service; (iv) neighborhood collector service; (v) service in rural areas; (vi) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (vii) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail, as shall be determined by the CMRTA Board.

“Transportation Penny” means the one percent (1%) sales and use tax imposed in Richland County and collected beginning May 1, 2013. Available proceeds of the Transportation Penny is the amount of sales and use tax revenue after deducting administrative expenses.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Richland County. Richland County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Richland County to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid, and binding obligation of Richland County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Richland County, threatened against Richland County, which in any manner questions the validity of any proceedings taken by Richland County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the City of Columbia. The City of Columbia represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Columbia to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Columbia, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Columbia, threatened against the City of Columbia, which in any manner questions the validity of any proceedings taken by the Columbia City Council in connection with this Agreement or wherein any unfavorable decision, ruling,

or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.03 Representations and Warranties of the City of Forest Acres. The City of Forest Acres represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Forest Acres to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Forest Acres, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Forest Acres, threatened against Forest Acres, which in any manner questions the validity of any proceedings taken by the Forest Acres City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.04 Representations and Warranties of Lexington County. Lexington County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Lexington County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of Lexington County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Lexington County, threatened against Lexington County, which in any manner questions the validity of any proceedings taken by Lexington County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.05 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it is a duly and lawfully constituted Regional Transportation Authority and has the authority to exercise all powers as provided in the Enabling Act.

(c) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(d) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

SECTION 3

MEMBERS OF THE AUTHORITY

3.01 Members in Richland County. Members of the Authority within Richland County shall be Richland County, the City of Columbia and the City of Forest Acres.

3.02 Members in Lexington County. Lexington County shall be a Member of the CMRTA so long as Transit Services are provided in Lexington County, upon the terms and conditions provided herein. If no Transit Services are provided in Lexington County, Lexington County shall cease to be a member of the CMRTA.

3.03 Additional Members. Additional Members may join in the CMRTA in the future as provided in the Enabling Act, with the consent of Members representing 90% of the population within the Service Area.

3.04 Advisory Members. Any political subdivision within Richland County, Lexington County, or any other county or municipality contiguous to the Service Area may become an Advisory Member of the CMRTA with the approval of the CMRTA Board of Directors.

SECTION 4

TRANSIT SERVICES; SERVICE AREA; PLAN OF SERVICE

4.01 Transit Services. The CMRTA shall provide or cause to be provided through one or more independent contractors Transit Services within the Transit Area. The CMRTA may enter into contracts or joint ventures with other transit service providers if necessary and appropriate.

4.02 Compliance with Regulations. Transit Services by the CMRTA shall comply with all State and Federal requirements.

4.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of Columbia, City of Forest Acres, portions of unincorporated area of Richland County and limited portions of Lexington County, as shown more specifically on Exhibit A.

4.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Saturday within the Service Area as shown more specifically on Exhibit A.

4.05 Service and Performance Standards. In establishing Service and Performance Standards, the CMRTA shall give priority consideration to the policy objectives of its Members including but not limited to (i) providing frequent convenient Transit Services in the current Service Area; (ii) providing Transit Services in rural areas; (iii) providing Transit services to suburban areas; and (iv) reducing traffic congestion and enhancing parking availability. The CMRTA shall utilize its Service and Performance Standards in determining changes in the Plan of Service.

4.06 Future Plans of Service. (a) With the dedicated source of local funding within Richland County as approved in the referendum and as provided for herein, the CMRTA shall make modifications, additions, improvements and enhancements to its Plan of Service which are consistent with its Service and Performance Standards and its Vision 2020, as copy of which is attached hereto as Exhibit B.

(b) The CMRTA will review its Plan of Service annually with the Members and cooperate with the Members in meeting current and future transit needs, objective and priorities.

(c) The CMRTA will explore opportunities to provide Transit Services in connection with other counties contiguous to Richland County and Lexington County.

4.07. Rural Transit Services.

(a) The CMRTA is requesting that Richland County Council designate it as the direct sub-recipient of FTA Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas, administered through the South Carolina Department of Administration, which designation is necessary to enable the CMRTA to provide Rural Transit Services.

(b) Upon receiving such designation, the CMRTA shall:

(i) Work with the Central Midlands Council of Governments (CMCOG), South Carolina Department of Transportation (SCDOT) and the Federal Transit Administration (FTA) to apply for and secure available grant funds to defray the costs of all aspects of providing Rural Transit Services including planning, studies, and operation and capital expenses.

(ii) Work with the CMCOG, SCDOT, FTA, and other public and private providers of Rural Transit Services to undertake a pilot/demonstration project to provide Rural Transit Services in eligible rural portions of the County. The Rural Transit Services offered through the pilot/demonstration project may be provided directly by the CMRTA or in conjunction with one or more public or private transit providers.

(iii) Work with the CMCOG, SCDOT and FTA to assist the CMCOG in undertaking a study of the feasibility of providing Rural Transit Services throughout the County. This study should be completed by April 1, 2014, or as soon as practicable, by the CMCOG and shall serve as the basis upon which the CMRTA will expend available grant funds in providing Rural Transit Services.

(iv) Work with appropriate County officials including the County Administrator and County Transportation Director to insure that the needs for Rural Transit Services in

Richland County are met. Annual reports, or more frequent reports, if requested, will be made to Richland County Council.

(c) Necessary funding in the form of local matching funds shall be provided by the CMCOG, if available, and the CMRTA through its allocation of the 1% special sales and use tax to match any federal or state funds allocated to CMTRA for the purposes of providing Rural Transit Services.

4.08 Future Service Area. Modifications to the Service Area shall be made as needed to reflect future Plans of Service.

SECTION 5

LOCAL FUNDING, FINANCIAL REPORTING

5.01 Richland County. The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny. The CMRTA agrees that all funding from the Transportation Penny shall be used only for budgeted costs of operations, capital and other expenses of providing Transit Services within or directly benefiting Richland County, the City of Columbia, the City of Forest Acres and other municipalities wholly within Richland County. Richland County shall make quarterly payments to the CMRTA no later than the 30th day (or as soon thereafter as practicable) of each month in which it receives a quarterly distribution from the State Treasurer.

5.02 Lexington County. Lexington County shall pay the CMRTA the full cost including operations and capital projects of any and all Transit Services provided within Lexington County. Each year, no later than July 1st, Lexington County and the CMRTA shall agree to Transit Services to be provided for that fiscal year and the costs thereof. Lexington County shall make quarterly payments no later than the last day of the first month of each quarter.

5.03 Financial Reporting Requirements. (a) The CMRTA shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the Members a written financial report to include a statement of revenue and expenses, cumulative, year-to-date results as well as comparative information for corresponding periods of the prior year. Payments under this Agreement may be withheld in any quarter until the financial report for the previous quarter is provided as referenced herein.

(b) The CMRTA shall provide a copy of its annual audited financial statements to the Members no later than 30 days after the annual audited financial statements are provided to the CMRTA Board.

5.04 Compliance. The CMRTA shall fully comply with the procedures and requirements set forth in Federal statutes and regulations and State statutes including but not limited to the Freedom of Information Act and the Enabling Act.

SECTION 6

BOARD OF DIRECTORS

6.01 Board of Directors. The CMRTA shall be governed by a Board of Directors with the authority and responsibilities set forth in the Enabling Act.

6.02 Voting Membership. The Board of Directors shall consist of 11 voting directors (“Voting Directors”) appointed as follows:

Richland County	3
City of Columbia	3
City of Forest Acres	1
Lexington County	1
Richland County Legislative Delegation	3

Each Member of the Authority hereby appoints its Voting Director(s) as shown on Exhibit C attached hereto. Voting Directors shall serve for the term indicated provided that each Voting Director shall serve until a successor has been appointed. A Voting Director may be removed from office by the appointing governing body for misconduct, malfeasance or neglect of duty in office.

6.03 Advisory Members. An Advisory Member of the CMRTA may appoint one advisory director (“Advisory Director”) to the Board. Advisory Director shall be non-voting and not included when determining the presence of a quorum.

SECTION 7

CONTRACTS; PROCUREMENT

7.01 Procurement Policy. The CMRTA shall manage its procurements under the terms of a Procurement Policy which complies with Federal and State requirements.

7.02 Contract Operator. The CMRTA will continue the procurement process currently underway relating to the services of a third party contract operator. The CMRTA shall take all reasonable and necessary actions to have a new contract with a third party contract contractor to be effective by April 1, 2014.

In entering into a new contract, the CMRTA shall include the following provisions:

- (a) As much financial transparency as possible, within the parameters of standards in the transit industry;
- (b) Performance standards expressed in measurable quantitative terms with financial penalties for failure to meet performance standards;
- (c) A term of five years, with renewal options not to exceed five years; and
- (d) To the extent allowed by Federal and State regulations, a goal to utilize local and minority vendors and service providers.

7.03 Expenditures of Local Funds. To the extent permissible by Federal and State regulations, the CMRTA shall establish and implement a program to encourage the expenditures of funds received from the Transportation Penny with small, local, minority enterprises.

SECTION 8

MISCELLANEOUS

8.01 Binding Nature of Agreement; Term of Agreement. This Agreement is intended to satisfy the requirements of the Enabling Act and shall inure to the benefit of and shall be binding in accordance with its terms upon the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council, the Board, and their respective successors in office. This Agreement shall remain in full and force and effect so long as the dedicated source of funding provided for here is available.

8.02 Implementation. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

8.03. Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party.

8.04. Default Remedies. Any non-defaulting party hereto may seek an injunction or order of specific performance to collect all amounts then due and thereafter to become due from the defaulting party and to enforce all obligations of the defaulting party under this Agreement.

8.05 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present, past, or future member, officer, agent or employee of the Richland County, City of Columbia, City of Forest Acres, Lexington County or the CMRTA in any way other than in his or her official capacity, and neither the members of the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council or the Board, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of Richland County, the City of Columbia, the City of Forest Acres, or the CMRTA contained in this Agreement.

8.06 Termination of 2002 Agreement. The 2002 Agreement between the CMRTA and the City of Columbia is hereby terminated. The CMRTA and the City of Columbia are each relieved of any further obligations under the terms of the 2002 Agreement.

8.07 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of Members of the Authority representing 90% of the population of the Service Area.

8.08 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

8.09 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8.11 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

8.12 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

8.13 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of Richland County for resolution of any dispute arising hereunder.

8.14 Further Resolutions or Ordinances. To the extent required by the laws of the State, Richland County, the City of Columbia, the City of Forest Acres, Richland County, and Lexington County agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

8.15 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to Richland County:
Richland County, South Carolina
Attn: County Administrator
2020 Hampton Street
Columbia, South Carolina 29202

With a copy to:
Richland County, South Carolina
Attn: County Attorney
2020 Hampton Street
Columbia, South Carolina 29202

If to the City of Columbia:
City of Columbia, South Carolina
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217

With a copy to:
City of Columbia, South Carolina
Attn: City Attorney
P.O. Box 667
Columbia, South Carolina 29201

If to the City of Forest Acres
City of Forest Acres
Attn: City Administrator
Post Office Box 6587
Forest Acres, South Carolina 29260-6587

With a copy to:
City of Forest Acres
Attn: City Attorney
Post Office Box 687
Forest Acres, South Carolina 29260-6587

If to Lexington County
Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072

With a copy to:
Lexington County, South Carolina
Attn: County Attorney
140 E. Main Street
Lexington, South Carolina 29072

If to the CMRTA:
Central Midlands Regional Transit Authority
Attn: Executive Director
P.O. Box 214
Columbia, South Carolina 29202

With a copy to:
McNair Law Firm, P.A.
Attn: Francenia B. Heizer, Esquire
Post Office Box 11390
Columbia, South Carolina 29211

SECTION 9

THIRD PARTY BENEFICIARIES

9.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

[Signature Pages Follow]

SIGNATURE PAGES TO BE PROVIDED

EXHIBIT A
[TO BE PROVIDED]

EXHIBIT B

VISION 2020

[SEE ATTACHED]

EXHIBIT C
BOARD OF DIRECTORS

Richland County Appointees - 3

Kelvin Washington Term _____

Mac Bennett Term _____

Jennifer Harding Term _____

City of Columbia Appointees - 3

Brian Newman Term _____

Derrick Huggins Term _____

Ron Anderson Term _____

City of Forest Acres Appointee - 1

Jake Broom Term _____

Lexington County Appointee - 1

Lil Mood Term _____

Richland County Legislative Delegation
Appointees - 3

Joseph Neal Term _____

Caroline Whitson Term _____

Tiffany Johnson Gunn Term _____

City of Cayce Advisory Member

Skip Jenkins

City of West Columbia Advisory Member

Myron Corley

**INTERGOVERNMENTAL AGREEMENT
RELATING TO
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY**

*Richland County, South Carolina
City of Columbia, South Carolina
City of Forest Acres, South Carolina
Lexington County, South Carolina
The Central Midlands Regional Transit Authority*

This agreement (this “Agreement”) is made and entered into as of _____, 2013, by and among Richland County, South Carolina (“Richland County”), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the “State”); the City of Columbia (the “City of Columbia”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; the City of Forest Acres (the “City of Forest Acres”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; Lexington County, South Carolina (“Lexington County”), a body politic and corporate with such government rights, privileges and liabilities as other counties possess under the provisions of the general laws of the State; and the Central Midlands Regional Transit Authority (the “CMRTA”), a regional transportation authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has as its members Richland County, the City of Columbia, the City of Forest Acres and Lexington County.

WITNESSETH:

WHEREAS, the initial funding for the operation of the CMRTA, which was established in 2002, was provided from a number of sources, including funds from South Carolina Electric & Gas Co. (“SCE&G”), a subsidiary of SCANA Corporation, payments from the City of Columbia pursuant to an Agreement dated October 16, 2002, federal funds, and farebox revenues; and

WHEREAS, beginning in 2006, funding from SCE&G was decreased and in October 2009, the CMRTA received its final payment from SCE&G; and

WHEREAS, beginning in 2006, and continuing through June 30, 2013, funding for the CMTA from Richland County, the City of Columbia and Lexington County has been provided pursuant to the terms of an Agreement between the CMRTA and City of Columbia dated October 16, 2002, a Memorandum of Understanding and a series of Intergovernmental Agreements.

WHEREAS, as a result of a successful Referendum held in Richland County on November 6, 2012, the CMRTA will have a dedicated source of revenue for the continued operation of mass transit services including implementation of near, mid and long-term service improvements in the maximum amount of \$300,991,000 to be provided over not to exceed 22 years, which amount is approximately 29% of the available proceeds of a sales and use tax collected in Richland County beginning May 1, 2013.

WHEREAS, the parties to the Agreement now desire to establish the terms and conditions upon which the CMRTA shall receive and utilize its funding to provide a highly effective public transit system within Richland County and portions of Lexington County.

WHEREAS, Article VIII, Section 13 of the Constitution of the State provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

WHEREAS, by appropriate legislative enactment of Columbia City Council, Richland County Council, Forest Acres City Council, Lexington County Council and the CMRTA, the parties have authorized the execution and delivery of this Agreement by its Richland County Council Chairman, Mayor of the City of Columbia, Mayor of the City of Forest Acres, Lexington County Council Chairman, and Board Chairman of the CMRTA, respectively;

NOW THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

SECTION 1
DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

“2002 Agreement” shall mean the Agreement between the CMRTA and the City dated October 16, 2002.

“Board” shall mean Board of Directors of the CMRTA.

“City of Columbia” shall mean the City of Columbia, South Carolina.

“City of Forest Acres” shall mean the City of Forest Acres, South Carolina.

“Columbia City Council” shall mean the City Council of the City of Columbia, South Carolina.

“CMRTA” shall mean the Central Midlands Regional Transit Authority.

“Council” or “Councils” shall mean Richland County Council and Lexington County Council.

“County” or “Counties” shall mean Richland County and Lexington County.

“Enabling Act” shall mean the Regional Transportation Authority Law codified at Section 58-25-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Forest Acres City Council” shall mean the City Council of the City of Forest Acres, South Carolina.

“Lease Agreement” shall mean the Lease Agreement by and between the City of Columbia and the CMRTA relating to the transfer center located on Sumter Street and bus shelter located on Assembly Street, Columbia, South Carolina.

“Lexington County” shall mean Lexington County, South Carolina.

“Lexington County Council” shall mean the County Council of Lexington County.

“Plan of Service” shall mean the Transit Services provided in the Service Area.

“Richland County” shall mean Richland County, South Carolina.

“Richland County Council” shall mean the County Council of Richland County.

[“Rural Transit Services” shall mean administrative, technical, operational and/or contractual support for the operation of transit services in the non-urbanized areas of Richland County as contemplated by Federal](#)

Transit Administration Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas.

“Service Area” shall mean the geographic area in which the CMRTA is currently providing Transit Services, as such Service Area as may be amended from time to time.

“Service and Performance Standards” shall mean the objective criteria to be established by the Board including but not limited to fare box recovery ratios, passengers per hour, and passengers per mile, which shall be used to evaluate performance of individual components of the Transit Services.

“State” shall mean the State of South Carolina.

“Transit Services” shall include but not limited to: (i) fixed route; (ii) ADA Complementary Paratransit Service (Dial-A-Ride-Transit); (iii) shuttle/circulator service; (iv) neighborhood collector service; (v) service in rural areas; (vi) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (vii) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail, as shall be determined by the CMRTA Board.

“Transportation Penny” means the one percent (1%) sales and use tax imposed in Richland County and collected beginning May 1, 2013. Available proceeds of the Transportation Penny is the amount of sales and use tax revenue after deducting administrative expenses.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Richland County. Richland County represents and warrants that:

- (a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;
- (b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Richland County to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid, and binding obligation of Richland County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Richland County, threatened against Richland County, which in any manner questions the validity of any proceedings taken by Richland County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the City of Columbia. The City of Columbia represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Columbia to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Columbia, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Columbia, threatened against the City of Columbia, which in any manner questions the validity of any proceedings taken by the Columbia City Council in connection with this Agreement or wherein any unfavorable decision, ruling,

or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.03 Representations and Warranties of the City of Forest Acres. The City of Forest Acres represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Forest Acres to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Forest Acres, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Forest Acres, threatened against Forest Acres, which in any manner questions the validity of any proceedings taken by the Forest Acres City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.04 Representations and Warranties of Lexington County. Lexington County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Lexington County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of Lexington County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Lexington County, threatened against Lexington County, which in any manner questions the validity of any proceedings taken by Lexington County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.05 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it is a duly and lawfully constituted Regional Transportation Authority and has the authority to exercise all powers as provided in the Enabling Act.

(c) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(d) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

SECTION 3

MEMBERS OF THE AUTHORITY

3.01 Members in Richland County. Members of the Authority within Richland County shall be Richland County, the City of Columbia and the City of Forest Acres.

3.02 Members in Lexington County. Lexington County shall be a Member of the CMRTA so long as Transit Services are provided in Lexington County, upon the terms and conditions provided herein. If no Transit Services are provided in Lexington County, Lexington County shall cease to be a member of the CMRTA.

3.03 Additional Members. Additional Members may join in the CMRTA in the future as provided in the Enabling Act, with the consent of Members representing 90% of the population within the Service Area.

3.04 Advisory Members. Any political subdivision within Richland County, Lexington County, or any other county or municipality contiguous to the Service Area may become an Advisory Member of the CMRTA with the approval of the CMRTA Board of Directors.

SECTION 4

TRANSIT SERVICES; SERVICE AREA; PLAN OF SERVICE

4.01 Transit Services. The CMRTA shall provide or cause to be provided through one or more independent contractors Transit Services within the Transit Area. The CMRTA may enter into contracts or joint ventures with other transit service providers if necessary and appropriate.

4.02 Compliance with Regulations. Transit Services by the CMRTA shall comply with all State and Federal requirements.

4.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of Columbia, City of Forest Acres, portions of unincorporated area of Richland County and limited portions of Lexington County, as shown more specifically on Exhibit A.

4.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Saturday within the Service Area as shown more specifically on Exhibit A.

4.05 Service and Performance Standards. In establishing Service and Performance Standards, the CMRTA shall give priority consideration to the policy objectives of its Members including but not limited to (i) providing frequent convenient Transit Services in the current Service Area; (ii) providing Transit Services in rural areas; (iii) providing Transit services to suburban areas; and (iv) reducing traffic congestion and enhancing parking availability. The CMRTA shall utilize its Service and Performance Standards in determining changes in the Plan of Service.

4.06 Future Plans of Service. (a) With the dedicated source of local funding within Richland County as approved in the referendum and as ~~provide~~provided for herein, the CMRTA shall make modifications, additions, improvements and enhancements to its Plan of Service which are consistent with its Service and Performance Standards and its Vision 2020, as copy of which is attached hereto as Exhibit B.

(b) The CMRTA will review its Plan of Service annually with the Members and cooperate with the Members in meeting current and future transit needs, objective and priorities.

(c) The CMRTA will ~~obtain a study of the feasibility of providing~~ explore opportunities to provide Transit Services in the rural areas of in connection with other counties contiguous to Richland County. ~~This study may also include the rural areas of and~~ Lexington County ~~if Lexington County pays the costs of that portion of the study.~~

4.07. Rural Transit Services.

(a) The CMRTA is requesting that Richland County Council designate it as the direct sub-recipient of FTA Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas, administered through the South Carolina Department of Administration, which designation is necessary to enable the CMRTA to provide Rural Transit Services.

(b) Upon receiving such designation, the CMRTA shall:

(i) Work with the Central Midlands Council of Governments (CMCOG), South Carolina Department of Transportation (SCDOT) and the Federal Transit Administration (FTA) to apply for and secure available grant funds to defray the costs of all aspects of providing Rural Transit Services including planning, studies, and operation and capital expenses.

(ii) Work with the CMCOG, SCDOT, FTA, and other public and private providers of Rural Transit Services to undertake a pilot/demonstration project to provide Rural Transit Services in eligible rural portions of the County. The Rural Transit Services offered through the pilot/demonstration project may be provided directly by the CMRTA or in conjunction with one or more public or private transit providers.

(iii) Work with the CMCOG, SCDOT and FTA to assist the CMCOG in undertaking a study of the feasibility of providing Rural Transit Services throughout the County. This study should be completed by April 1, 2014, or as soon as practicable, by the CMCOG and shall serve as the basis upon which the CMRTA will expend available grant funds in providing Rural Transit Services.

(iv) Work with appropriate County officials including the County Administrator and County Transportation Director to insure that the needs for Rural Transit Services in Richland County are met. Annual reports, or more frequent reports, if requested, will be made to Richland County Council.

(c) Necessary funding in the form of local matching funds shall be provided by the CMCOG, if available, and the CMRTA through its allocation of the 1% special sales and use tax to match any federal or state funds allocated to CMTRA for the purposes of providing Rural Transit Services.

4.074.08 Future Service Area. Modifications to the Service Area shall be made as needed to reflect future Plans of Service.

SECTION 5

LOCAL FUNDING, FINANCIAL REPORTING

5.01 Richland County. The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny. The CMRTA agrees that all funding from the Transportation Penny shall be used only for budgeted costs of operations, capital and other expenses of providing Transit Services within or directly benefiting Richland County, the City of Columbia, the City of Forest Acres and other municipalities wholly within Richland County. Richland County shall make quarterly payments to the CMRTA no later than the 30th day (or as soon thereafter as practicable) of each month in which it receives a quarterly distribution from the State Treasurer.

5.02 Lexington County. Lexington County shall pay the CMRTA the full cost including operations and capital projects of any and all Transit Services provided within Lexington County. Each year, no later than July 1st, Lexington County and the CMRTA shall agree to Transit Services to be provided for that fiscal year and the costs thereof. Lexington County shall make quarterly payments no later than the last day of the first month of each quarter.

5.03 Financial Reporting Requirements. (a) The CMRTA shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the Members a written financial report to include a statement of revenue and expenses, cumulative, year-to-date results as well as comparative information for

corresponding periods of the prior year. Payments under this Agreement may be withheld in any quarter until the financial report for the previous quarter is provided as referenced herein.

(b) The CMRTA shall provide a copy of its annual audited financial statements to the Members no later than 30 days after the annual audited financial statements are provided to the CMRTA Board.

5.04 Compliance. The CMRTA shall fully comply with the procedures and requirements set forth in Federal statutes and regulations and State statutes including but not limited to the Freedom of Information Act and the Enabling Act.

SECTION 6

BOARD OF DIRECTORS

6.01 Board of Directors. The CMRTA shall be governed by a Board of Directors with the authority and responsibilities set forth in the Enabling Act.

6.02 Voting Membership. The Board of Directors shall consist of 11 voting directors (“Voting Directors”) appointed as follows:

Richland County	3
City of Columbia	3
City of Forest Acres	1
Lexington County	1
Richland County Legislative Delegation	3

Each Member of the Authority hereby appoints its Voting Director(s) as shown on Exhibit C attached hereto. Voting Directors shall serve for the term indicated provided that each Voting Director shall serve until a successor has been appointed. A Voting Director may be removed from office by the appointing governing body for misconduct, malfeasance or neglect of duty in office.

6.03 Advisory Members. An Advisory Member of the CMRTA may appoint one advisory director (“Advisory Director”) to the Board. Advisory Director shall be non-voting and not included when determining the presence of a quorum.

SECTION 7

CONTRACTS; PROCUREMENT

7.01 Procurement Policy. The CMRTA shall manage its procurements under the terms of a Procurement Policy which complies with Federal and State requirements.

7.02 Contract Operator. The CMRTA will continue the procurement process currently underway relating to the services of a third party contract operator. The CMRTA shall take all reasonable and necessary actions to have a new contract with a third party contract contractor to be effective by April 1, 2014.

In entering into a new contract, the CMRTA shall include the following provisions:

- (a) As much financial transparency as possible, within the parameters of standards in the transit industry;
- (b) Performance standards expressed in measurable quantitative terms with financial penalties for failure to meet performance standards;
- (c) A term of five years, with ~~up~~renewal options not to exceed five ~~one-year renewals~~years; and
- (d) To the extent allowed by Federal and State regulations, a goal to utilize local and minority vendors and service providers.

7.03 Expenditures of Local Funds. To the extent permissible by Federal and State regulations, the CMRTA shall establish and implement a program to encourage the expenditures of funds received from the Transportation Penny with small, local, minority enterprises.

SECTION 8

MISCELLANEOUS

8.01 Binding Nature of Agreement; Term of Agreement. This Agreement is intended to satisfy the requirements of the Enabling Act and shall inure to the benefit of and shall be binding in accordance with its terms upon the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council, the Board, and their respective successors in office. This Agreement shall remain in full and force and effect so long as the dedicated source of funding provided for here is available.

8.02 Implementation. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

8.03. Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party.

8.04. Default Remedies. Any non-defaulting party hereto may seek an injunction or order of specific performance to collect all amounts then due and thereafter to become due from the defaulting party and to enforce all obligations of the defaulting party under this Agreement.

8.05 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present, past, or future member, officer, agent or employee of the Richland County, City of Columbia, City of Forest Acres, Lexington County or the CMRTA in any way other than in his or her official capacity, and neither the members of the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council or the Board, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of Richland County, the City of Columbia, the City of Forest Acres, or the CMRTA contained in this Agreement.

~~8.06 Effect of Agreement. All obligations of the parties, each to the other, contained in any memorandum and any other document or based upon any other communications, other than the Transfer Lease Agreement, prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly executed and duly authorized by the parties.~~ 8.07 Termination of 2002 Agreement. The 2002 Agreement between the CMRTA and the City of Columbia is hereby terminated. The CMRTA and the City of Columbia are each relieved of any further obligations under the terms of the 2002 Agreement.

[8.08.07](#) Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of Members of the Authority representing 90% of the population of the Service Area.

[8.09.08](#) Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

[8.10.09](#) Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

[8.11.10](#) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[8.12.11](#) No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

[8.13.12](#) Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

[8.14.13](#) Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of Richland County for resolution of any dispute arising hereunder.

[8.15.14](#) Further Resolutions or Ordinances. To the extent required by the laws of the State, Richland County, the City of Columbia, the City of Forest Acres, Richland County, and Lexington County

agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

8.168.15 Notices. All notices or other communications hereunder shall be sufficiently given

and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to Richland County:
Richland County, South Carolina
Attn: County Administrator
2020 Hampton Street
Columbia, South Carolina 29202

With a copy to:
Richland County, South Carolina
Attn: County Attorney
2020 Hampton Street
Columbia, South Carolina 29202

If to the City of Columbia:
City of Columbia, South Carolina
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217

With a copy to:
City of Columbia, South Carolina
Attn: City Attorney
P.O. Box 667
Columbia, South Carolina 29201

If to the City of Forest Acres
City of Forest Acres
Attn: City Administrator
Post Office Box 6587
Forest Acres, South Carolina 29260-6587

With a copy to:
City of Forest Acres
Attn: City Attorney
Post Office Box 687
Forest Acres, South Carolina 29260-6587

If to Lexington County
Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072

With a copy to:
Lexington County, South Carolina
Attn: County Attorney
140 E. Main Street
Lexington, South Carolina 29072

If to the CMRTA:
Central Midlands Regional Transit Authority
Attn: Executive Director
P.O. Box 214
Columbia, South Carolina 29202

With a copy to:
McNair Law Firm, P.A.
Attn: Francenia B. Heizer, Esquire
Post Office Box 11390
Columbia, South Carolina 29211

SECTION 9

THIRD PARTY BENEFICIARIES

9.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

[Signature Pages Follow]

SIGNATURE PAGES TO BE PROVIDED

DRAFT

EXHIBIT A
[TO BE PROVIDED]

DRAFT

EXHIBIT B

VISION 2020

[SEE ATTACHED]

DRAFT

EXHIBIT C

BOARD OF DIRECTORS

Richland County Appointees - 3

Kelvin Washington Term _____

Mac Bennett Term _____

Jennifer Harding Term _____

City of Columbia Appointees - 3

Brian Newman Term _____

Derrick Huggins Term _____

Ron Anderson Term _____

City of Forest Acres Appointee -

1

Jake Broom Term _____

Lexington County Appointee - 1

Lil Mood Term _____

Richland County Legislative Delegation
Appointees - 3

Joseph Neal Term _____

Caroline Whitson Term _____

Tiffany Johnson Gunn Term _____

City of Cayce Advisory Member

Skip Jenkins

City of West Columbia Advisory Member

Myron Corley

Document comparison by Workshare Professional on Thursday, June 20, 2013
4:48:40 PM

Input:	
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Document 2 ID	PowerDocs://COLUMBIA/1116651/4
Description	COLUMBIA-#1116651-v4-CMRTA_2013_IGA
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	33
Deletions	22
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	57

Shopping/Entertainment

- 1 Bonnet Creek
- 2 University
- 3 Columbia College
- 4 University Center
- 5 University Center
- 6 University Center
- 7 University Center
- 8 University Center
- 9 University Center
- 10 University Center
- 11 Village at Southside
- 12 Village at Southside
- 13 Village at Southside

Higher Education

- 1 Bonnet Creek
- 2 Bonnet Creek
- 3 Columbia College
- 4 University Center
- 5 University Center
- 6 University Center
- 7 University Center
- 8 University Center
- 9 University Center
- 10 University Center
- 11 Village at Southside
- 12 Village at Southside
- 13 Village at Southside

Recreation & Leisure

- 1 Bonnet Creek
- 2 Bonnet Creek
- 3 Columbia College
- 4 University Center
- 5 University Center
- 6 University Center
- 7 University Center
- 8 University Center
- 9 University Center
- 10 University Center
- 11 Village at Southside
- 12 Village at Southside
- 13 Village at Southside

Transportation

- 1 Bonnet Creek
- 2 Bonnet Creek
- 3 Columbia College
- 4 University Center
- 5 University Center
- 6 University Center
- 7 University Center
- 8 University Center
- 9 University Center
- 10 University Center
- 11 Village at Southside
- 12 Village at Southside
- 13 Village at Southside

North Routes

- 1 Bonnet Creek
- 2 Bonnet Creek
- 3 Columbia College
- 4 University Center
- 5 University Center
- 6 University Center
- 7 University Center
- 8 University Center
- 9 University Center
- 10 University Center
- 11 Village at Southside
- 12 Village at Southside
- 13 Village at Southside

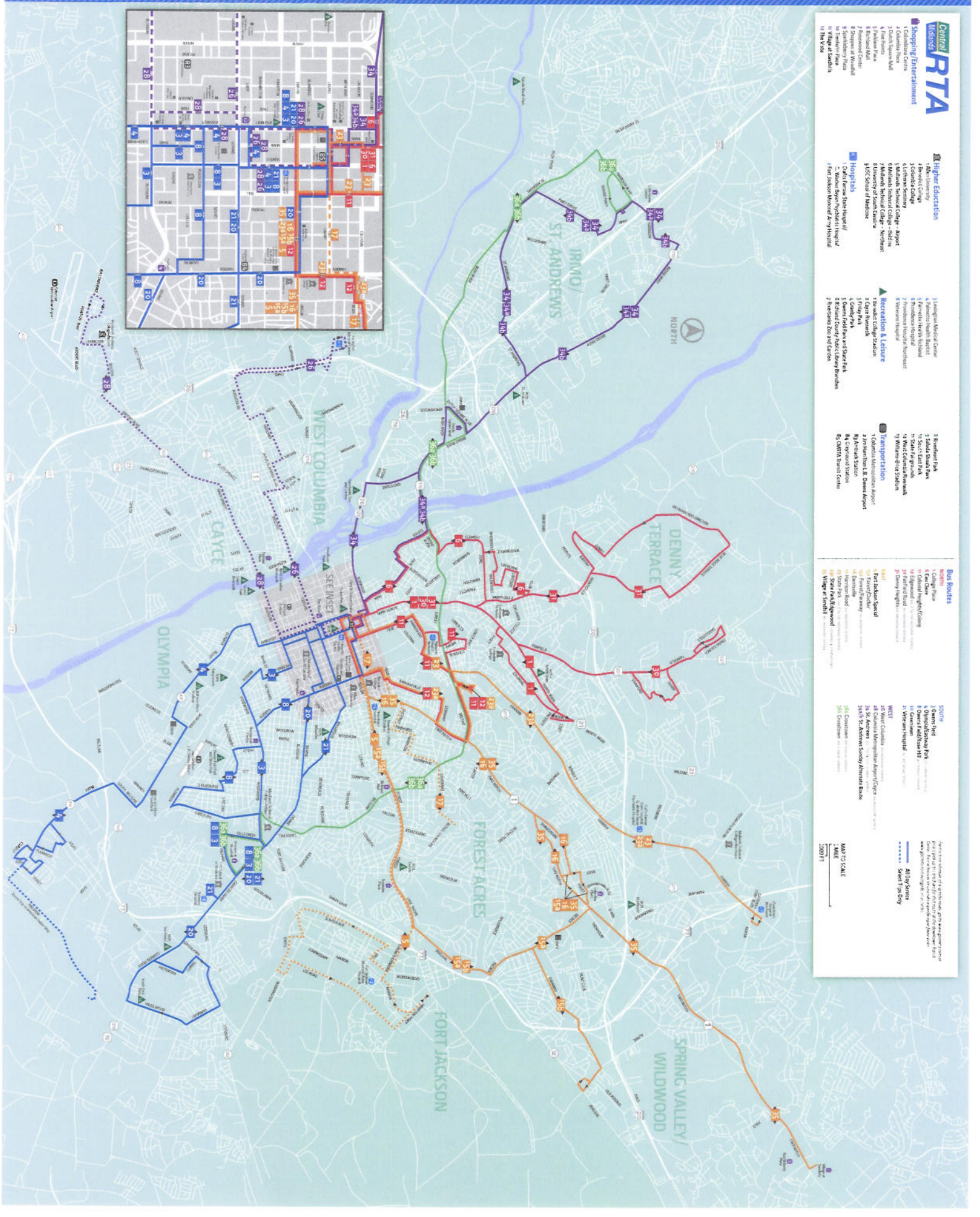
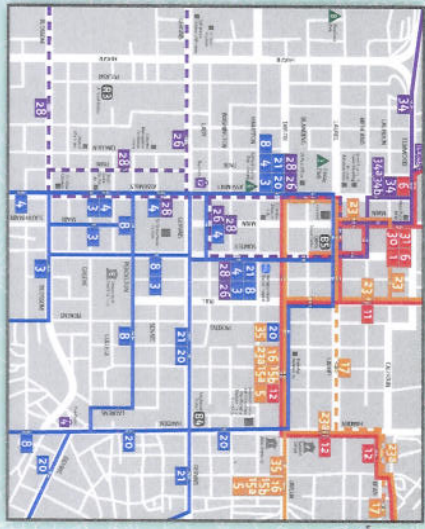
South Routes

- 1 Bonnet Creek
- 2 Bonnet Creek
- 3 Columbia College
- 4 University Center
- 5 University Center
- 6 University Center
- 7 University Center
- 8 University Center
- 9 University Center
- 10 University Center
- 11 Village at Southside
- 12 Village at Southside
- 13 Village at Southside

MAP TO SCALE
1" = 1000 FT

Legend:
 All Day Service
 Select Days Only

Map is a service of Central RTA. All routes are subject to change without notice. For more information, visit www.centralrtatransit.com.





VISION : 2020

Operations Roadmap

Vision: 2020 presented by the Central Midlands Regional Transit Authority (CMRTA) proposes a new direction and approach to public transportation in the Midlands that will create a more innovative, connected and accessible system to facilitate a better quality of life for all Richland County citizens.

The conversion of compressed natural gas (CNG) as a new fuel source for the CMRTA's transit fleet will not only be a major investment in the infrastructure for CMRTA- helping the system save up to 40% of fuel cost while mitigating its impact on the environment, but it will also create much-needed infrastructure for the entire region that allows local businesses and governments to use and develop cleaner, American homegrown energy while boosting the economic development potential for the entire region.

The development of high-frequency service along high-capacity corridors will provide greater connectivity and added convenience for riders during peak hours so that they can get to work, school and retail in a more efficient manner.

The CMRTA will also restructure service to begin serving neighborhoods with lower-density routes with smaller buses to directly connect riders with the higher-capacity transit corridors. This change will enhance efficiency, provide opportunity for increased ridership and better connect neighborhoods to the downtown business corridors.

With new technologies and improved infrastructure the CMRTA will create a more intelligent transit system. Some of these measures include implementing the automated vehicle locator (AVL) and enhanced GPS- tracking to provide real-time arrival and departure information for riders so that they can more efficiently plan their trips using their smart phones or the

redesigned CMRTA website. And the new smartcard fare payment technology will allow riders to quickly and easily recharge their transit passes at terminals to speed rider commutes.

All of these innovations and service enhancements will enable a more robust, accessible service for the citizens of Richland County to live, to work and to play. Increased frequency, more coverage and greater connection will contribute to a higher quality of life for all.

The Central Midlands Regional Transit Authority's *Vision: 2020* reflects a new philosophy and approach to service. *Vision: 2020* is simply about growing ridership by providing amazing service for our transit riders while constantly attracting new customers and building community-wide support. By focusing on job connectivity, job growth and livable communities, CMRTA services will become a transportation *style*. *Vision: 2020's* operational plan targets improving existing services, creating new services and bringing about innovative technologies/infrastructure to support current and future riders. The changes include:

- **ENHANCED SERVICES: High-Capacity Transit Corridors and Local Routes:**
 - Traditional transit but with high frequency to make riding transit easy and convenient.
 - Ridership rates are well-above other routes with high demand for more services.
 - Enhancements target frequency, expanded evenings and restored Sundays.
 - Local routes will build on existing successful services and connect people with jobs and shopping. These services will see high frequency peak hours, as supported by ridership.
- **NEW SERVICE TYPE: Limited Stop Express (LSE) Routes:**
 - Travels along major metro transit corridors, stopping only at major intersections, transfer points, large employment areas and retail centers.
 - Limited Stop Express routes are designed to operate both directions to serve suburban and metro commuters. Initially, these routes will only operate during peak periods. Service will expand as supported by ridership.
- **NEW TECHNOLOGY: Compressed Natural Gas (CNG):**
 - Compressed Natural Gas (CNG): As part of its environmental commitment and emphasis on supporting American industry, CMRTA will actively pursue CNG as its fuel type for its transit fleet. CMRTA's leadership in this area brings considerable federal funds and investment that can act as a catalyst for alternative fuel use in the Midlands.

- By opening the first permanent natural gas fuel station to the Midlands, it opens to doors to other fleets from Richland County, City of Columbia, State of South Carolina, University of South Carolina and School Bus fleets.
- CMRTA will pursue a strong public-private partnership to bring CNG fuel to the retail market, allowing private citizens to purchase flex fuel, natural gas or hybrid-gas vehicles and fuel for local or regional travel. Emerging green technology—such as bio-gas production—will help establish new industries in the Midlands.
- Natural gas has lower tailpipe emissions, is a US-based fuel product that creates US jobs, costs about 40% less than diesel fuel and permits CMRTA to stretch its dollars even-farther. It is very expensive to build the on-site infrastructure and buy the new transit fleet.
- **NEW SERVICE TYPE: Neighborhood Service & Flex Routes:**
 - Redesigns low-productivity transit routes and uses small buses in neighborhoods to directly connect people with high-capacity transit corridors.
 - Flex routes allow buses to leave neighborhood service routes to pick-up or drop-off customers in low-density areas. Usually operate in peak service only but use dial-a-ride options in mid-day, evening and on weekends.
 - Creates more independence and ridership options for persons with disabilities and the elderly.
 - High ridership and strong fare collection allows the small services to grow into full-service transit routes.
- **NEW SERVICE TYPE: Park & Ride Express Routes:**
 - Dedicated service to parking areas with express service to major employment sites via the region's interstate highway network but will also circulate through downtown to minimize transfers.
 - Connect people with jobs or events (downtown employers, events/concerts, USC, etc.) over a longer distance.
 - Operates only during peak periods or dedicated event times. All routes will travel into downtown Columbia in the morning and from downtown Columbia in the afternoon with connections to other routes.
 - Allows metro workers to reach suburban retail areas for employment while suburban service increases access to metro job markets.

- Transit Technologies: Compressed Natural Gas (CNG) buses; real time arrival and departure information for transfer points and smart phones; web-based transit trip planning and trip matching services for ride-share and vanpool programs; new shelters and benches to match the service types; and a new downtown transit center to support downtown revitalization.

High-Capacity Transit Corridors and Enhanced Local Routes:

- Corridor #1: N. Main/Columbia College: Enhanced to 30-minute all-day service, later evenings, enhanced weekend and restored Sunday service. Key residential and retail corridor with service to Columbia College and Eau Claire Community Center.
- Corridor #2: Palmetto Health Richland/Farrow Rd: Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sunday service. Will use neighborhood and flex services on weekends to connect to other routes. Key access to Palmetto Health, SC Health Department and large state employment sites.
- Corridor #3: Two Notch Rd: 30 minute all-day service with new Limited Stop Express route during peak periods to provide near 15-minute service during peak travel times; restore evenings, enhance weekends and restore Sundays. Will enhance a major retail, residential and employment corridor that will reduce auto traffic and connect with new services to the Village at Sandhill.
- Corridor #4: Forest Dr: Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sundays. Possible Limited Stop Express to Ft. Jackson for support workers and families attending Army graduation ceremonies/events. Route supports a growing retail and residential corridor.
- Corridor #5: Assembly/Bluff Rd.: Enhanced to 30-minute peak service and 60-minute midday service. Will use neighborhood and flex services on weekends to connect to other routes. Enhances transportation for University of South Carolina students and workers to campus with increased access to special events at Williams-Brice Stadium and State Fairgrounds. High use by students from the University of South Carolina/Midlands Technical College will allow for 20-minute frequency all day.
- Corridor #6: Devine/Garner's Ferry: Enhanced service for the entire area, expanding to Greenlawn Ave. with 30-minute all-day service. A new Hopkins Limited Stop Express route during peak periods will provide near 15-minute service during peak travel times. Restores evenings and Saturdays with Sunday neighborhood service and flex services. Enhanced service to Midlands Technical College, Benedict College housing, Veterans' Administration Hospital and Shandon community.

- Corridor #7: Broad River/Harbison: Enhanced with 30-minute peak frequencies; enhanced evening and weekend service, including Sundays. Expanded frequency to Dutch Square Mall, state employment centers and Harbison Rd. retail/employment sites. High ridership builds toward a downtown-to-shopping weekend express service.
- Downtown Circulator: This high-frequency service into downtown Columbia creates the opportunity for a downtown circulator at a much lower cost. As buses arrive downtown, they will depart the new transit center and “orbit” downtown to connect the north and south ends to include Bull and Assembly streets. Quick access to downtown high-rises, University of South Carolina campus and The Vista without having to transfer routes to get there.

Neighborhood Service Routes & Flex Routes:

- Eau Claire: Connects Earlewood, Sunset Rd. and Eau Claire neighborhoods with Broad River and N. Main corridors. Fixed route services give customers quick access to shopping or connections into downtown and Palmetto Health Richland.
- Colonial Dr./W. Beltline: Connects the neighborhoods between N. Main St. and Two-Notch Rd. to downtown with connections at Farrow Rd. providing increased opportunity to reach job centers.
- Monticello Rd./Denny Terrace: Flex Route with possible dial-a-ride service to connect Denny Terrace, Eau Claire and N. Main St. communities with evening/weekend service.
- Fairfield Rd./ Wilson Rd.: Flex Route with possible dial-a-ride service to connect the Wilson Rd. and Northeast Richland County with the N. Main St and Farrow Rd. corridors. Allows for evening and weekend transit services.
- Forest Acres: Flex Route with possible dial-a-ride service to connect Forest Acres with Two Notch, Forest Dr. and possibly Devine/Garner’s Ferry. Allows for evening and weekend transit services.
- Millwood/Shandon: Flex Route with possible dial-a-ride service to connect The Millwood and Shandon areas with the Forest Dr. as well as Devine/Garner’s Ferry Corridors. Also provides connections into Five Points and the University of South Carolina campus. Allows for evening and weekend transit services.
- Rosewood Dr.: Connects Hollywood/Rose Hill/Rosewood neighborhoods with the Devine/Garner’s Ferry and the Assembly/Bluff Rd. high frequency corridors with access at Midlands Technical College and Assembly St. Allows for evening and weekend transit services.

- Bush River Rd./St. Andrews: Connects the Bush River Rd. St. Andrews area with the shopping and employment areas of Bower Parkway, Harbison Rd. and Lake Murray Blvd. and the new Palmetto Health Parkridge. Allows for evening and weekend transit services.

New Routes Enhanced Local Routes & Neighborhood Service/Flex Routes

- Two Notch Road Local: Creates a new local service along Two Notch Rd. that operates between Columbia Place Mall and the Village at Sandhill. This route will operate bi-directionally to take commuters to job centers in both the city and suburbs.
- Two Notch Road Limited Stop Express: Creates a Limited Stop Express that operates from downtown Columbia along Two Notch Road to Columbia Place Mall (or beyond). This route will make limited stops only at major points of interest to our customers. This route will operate bi-directionally bringing commuters to job centers in the city and out to the suburbs. Service will operate during peak periods.
- College Special: Connects various off-campus apartments for the University of South Carolina, Allen University and Benedict College students, to the entertainment district of Five Points. This route will operate from Bluff Road to Two Notch Road via Blossom/Harden Streets.
- Hopkins Limited Stop Express: Limited Stop Express between Hopkins and downtown Columbia via Garners Ferry Road. Service during peak periods will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- Gamecock/Event Shuttles: Shuttles to connect downtown Columbia restaurants, hotels and parking garages and The Vista to Williams-Brice Stadium. This enhanced-fare service will provide circulator-style transit in the downtown Columbia/University of South Carolina areas, based on demand.
- Rural Transportation: Key to a successful transportation plan is a service as diverse as its communities. Rural communities have distinct needs, focused mainly on access to employment centers and medical care. Solutions—developed in conjunction with communities—will include dedicated van pool programs, volunteer rideshare programs and CMRTA technical support for private transportation providers. These services will plug outlying communities into the metro transportation network for access to higher education, medical care and employment. As demand builds, new fixed routes and park and rides will follow.
- Expanded DART service for persons with disabilities as service areas grow, as well as access to all fixed routes, and all dial-a-ride/flex services.

New Routes Enhanced Park & Ride Express routes

- **Northwest (I-26) Express:** New service from I-26 Exit 97 (Peak) through Columbiana Mall (Harbison) and then back to I-26 into downtown Columbia. Service will operate during peak periods will take commuters to job centers into the city and out to the suburbs.
- **Northeast (I-77) Express:** New service from Blythewood through Killian Road, Palmetto Health Richland to downtown Columbia. Service will operate during peak periods. This route will operate toward Columbia in the mornings and toward Blythewood in the afternoons.
- **East (I-20) Richland Express:** Creates a service that operates from the Village at Sandhill via Clemson Road, I-20, Columbia Place Mall, Palmetto Health/ Richland Hospital to downtown Columbia. Service will operate during peak periods. This route will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- **Gamecock/Event Shuttles:** New Park & Ride routes from the Northwest, Northeast and East Richland Park & Ride locations for University of South Carolina football games and special events. This premium-fare service will provide round trip express services from key locations to downtown for game day activities based on demand.

Innovations for Partnerships & Transit Technologies

- **Downtown Circulator:** In addition to the emphasis on connecting workers, students and visitors throughout downtown, new partnerships within the Richland/Columbia area will permit the creation of a circulator to connect hotels, convention centers and restaurants.
- **Dedicated Job-Center Routes:** As new industry arrives and existing businesses expand, shift work at major employment sites can become more challenging and can create increased burden on the local infrastructure (traffic, lack of surface parking). New partnerships with large employers allows for specialized transit routes (open to the public) from downtown to industrial parks, warehouses or manufacturing centers.
- **Lexington County Transportation Options:** While focused on Richland County as the primary funding source, Lexington County and its many towns and communities will have access to similar programs and services on a pay-as-you-go basis. Several high-capacity transit and Park & Ride corridors exist in Lexington County the opportunity to add neighborhood service and flex/dial-a-ride programs services in outlying communities.

- University & Commuter Connections: CMRTA's 2013 programs to begin connecting students to transit will begin with new lower-cost fare options for students to encourage more use by high school & college students. Partnerships with universities, school districts and major employer locations will allow us to connect a whole new passenger base with a whole new set of commute options.
- Intelligent Transit Systems (a sample of popular technologies):
 - CMRTA will take the next step in technology by adding automated vehicle location (AVL) to allow real-time arrival and departure information for customers at stops or on smart phones.
 - GPS-tracking on buses can help trigger lights to turn green on major corridors helping push the buses through clogged city traffic and speed up commute times.
 - New technology will text passengers when their buses will arrive (with user-defined settings) and even let them track the closest bus while waiting on the street corner and use web-based trip planning on the new CMRTA web-site.
 - Smartphone apps for visitors can link them to transit and QRT/bar-code technology around town can tell tourists about routes and services on-the-go.
 - Smartcard fare payment technology will allow customers to ride with the tap of their card and can recharge their transit passes at terminals (similar to an ATM). This also provides real-time bus arrival information, general passenger information and advertising revenue for the system.
- Rider Amenities (a sample of popular amenities):
 - An improved downtown Transit Center with off-street bus access and off-street waiting areas. The new downtown transit center will give customers a more secure, convenient and cleaner way to ride transit services. Buses will no longer line up downtown for route transfers therefore downtown sidewalks will be easier to navigate for pedestrians. Customers will be able to catch their buses at the same gate every day to improve reliability and get them home on time.
 - New buses for all routes and services are vital to improving CMRTA services.
 - New buses for major corridors will be state-of-the-art, low-floor buses. New, on-board technologies will announce major stops, digitally display the cross-streets and include on-board security cameras. New ergonomic seating with stainless steel interiors (and on-board Wi-Fi for Park & Ride routes) will create the look and feel of a light-rail train car.

- New neighborhood service and flex route buses will be smaller, less expensive to operate and more neighborhood friendly. In addition to being quieter, they have a lower profile, take up less of the road and support the feeling of community. They are less expensive to purchase and permit service in new areas until ridership grows.
- Larger-capacity bicycle racks to support growing use of transit for bicyclists—in partnership with business and employers—will encourage riders to bike to the route and ride transit to their destination.
- Brand new benches, shelters and signs with enhanced services at Super Stops and neighborhood connection points will feature solar lighting; reflective decals and real time arrival information at enhanced stops will make for safer and more convenient transfers. Trash and recycling bins will make it easier to keep the areas clean and neat. All bus stop signs will be replaced with high visibility signage to include the route and travel information.

A RESOLUTION

DESIGNATING THE CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY (CMRTA) AS THE DIRECT SUB-RECIPIENT OF FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310: TRANSPORTATION FOR ELDERLY PERSONS AND PERSONS WITH DISABILITIES AND SECTION 5311: FORMULA GRANTS FOR RURAL AREAS, ADMINISTERED THROUGH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT)

WHEREAS, Richland County Council is aware of the critical role public transportation plays in the lives of Richland County residents by providing access to employment, medical care, and other community services and amenities; and

WHEREAS, the CMRTA currently provides public transportation in the urbanized areas of Richland and Lexington Counties utilizing FTA Section 5307 funds; and

WHEREAS, in addition to the services currently being provided, the CMRTA has the desire, ability, capacity, and resources to receive and also provide administrative, technical, operational and/or contractual support for the operation of transit services in the non-urbanized areas of Richland County ("Rural Transit Services"); and

WHEREAS, in order to be authorized to receive and expend FTA Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas, the CMRTA must receive an appropriate designation from Richland County Council; and

WHEREAS, the CMRTA has adopted a Resolution requesting Richland County Council make the above designation.

NOW THEREFORE, BE IT RESOLVED BY RICHLAND COUNTY COUNCIL as follows:

1. The CMRTA is hereby designated as the direct sub-recipient of FTA Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas, administered through SCDOT. Necessary funding in the form of local matching funds shall be provided by the CMCOG, if available, and the CMRTA through its allocation of the 1% special sales and use tax to match any federal or state funds allocated to CMTRA for the purposes of providing Rural Transit Services. This designation will be and continue to be in full effect until revoked County Council.

2. As designated, the CMRTA shall undertake the following responsibilities in providing Rural Transit Services.

(a) The CMRTA will work with the Central Midlands Council of Governments (CMCOG), SCDOT and FTA to apply for and secure available grant funds to defray the costs of all aspects of providing Rural Transit Services including planning, studies, and operation and capital expenses.

(b) The CMRTA will work with the CMCOG, SCDOT, FTA, and other public and private providers of Rural Transit Services to undertake a pilot/demonstration project to provide Rural Transit Services in eligible rural portions of the County. The Rural Transit Services offered through the pilot/demonstration project may be provided directly by the CMRTA or in conjunction with one or more public or private transit providers.

(c) The CMRTA will work with the CMCOG, SCDOT and FTA to assist the CMCOG in undertaking a study of the feasibility of providing Rural Transit Services throughout the County. This study should be completed by April 1, 2014, or as soon as practicable, by the CMCOG and shall serve as the basis upon which the CMRTA will expend available grant funds in providing Rural Transit Services.

(d) The CMRTA will work with appropriate County officials including the County Administrator and County Transportation Director to insure that the needs for Rural Transit Services in Richland County are met. Annual reports, or more frequent reports, if requested, will be made to Richland County Council.

2. The Chair of County Council, the Interim Clerk to County Council, the County Administrator, the County Attorney and any other appropriate County officials are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this Resolution.

3. If any section, subsection or clause of this resolution is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

4. To the extent this Resolution contains provisions that conflict with provisions contained in other Richland County resolutions, policies, procedures and actions, the provisions contained in this Resolution supersede all other provisions and this resolution is controlling.

Adoped this ____ day of _____, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2013:

Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

A RESOLUTION

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2. The Chair of County Council, the Interim Clerk to County Council, the County Administrator, the County Attorney and any other appropriate County officials are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this Resolution.

3. If any section, subsection or clause of this resolution is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

4. To the extent this Resolution contains provisions that conflict with provisions contained in other Richland County resolutions, policies, procedures and actions, the provisions contained in this Resolution supersede all other provisions and this resolution is controlling.

Adoped this ____ day of _____, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2013:

Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; so as to abolish the Appearance Commission and to amend the Conservation Commission's responsibilities to include Appearance **[PAGES 333-337]**

Notes

First Reading: February 5, 2013
Second Reading: February 19, 2013
Third Reading:
Public Hearing: March 5, 2013

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE VII, BOARDS, COMMISSIONS AND COMMITTEES; SO AS TO ABOLISH THE APPEARANCE COMMISSION AND TO AMEND THE CONSERVATION COMMISSION'S RESPONSIBILITIES TO INCLUDE APPEARANCE.

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

SECTION I. The Richland County Code Of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions And Committees; Section 2-332, Boards, Commissions And Committees; Subsection (h), Richland County Conservation Commission; Paragraph (6), Purposes And Objectives; is hereby amended to read as follows:

- (6) *Purposes and Objectives.* The purposes and objectives of the Richland County Conservation Commission shall be as follows:
- a. To promote the conservation of natural resources;
 - b. To promote the development and preservation of historical resources;
 - c. To promote passive, outdoor, nature- based recreation;
 - d. To promote tourism, emphasizing the natural, cultural, and historical resources of Richland County;
 - e. To promote efforts to improve the appearance of Richland County;
 - ~~ef.~~ To educate the public as to the benefits of conservation;
 - ~~g.~~ To foster civic pride in the beauty and nobler assets of the County;
 - ~~h.~~ To, in all ways possible, assure a functionally efficient and visually attractive County in the future;
 - ~~i.~~ To support policies that protect and improve the general appearance of all buildings, structures, landscaping and open areas of the County; and
 - ~~fi.~~ To undertake such studies, plans, activities, and projects as may, from time to time, be assigned to the Commission by the County Council.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-332, Boards, Commissions and Committees; Subsection (i), Richland County Appearance Commission; is hereby amended to read as follows:

(i) *Richland County Appearance Commission. Reserved.*

~~(1) *Creation.* There is hereby created a Richland County Appearance Commission which shall be a permanent county commission, appointed in whole by the county council.~~

~~(2) *Membership.* The Richland County Appearance Commission shall consist of at least 11 members who are individually appointed by the representing councilperson to represent each council district. Additionally, two members shall be appointed at large by majority vote of the full council, for a maximum number of 13 commission members. At least one member of the commission must be a landscape architect and one member must be a horticulturist; and the other members being interested citizens residing in Richland County. Appropriate representatives from the South Carolina Department of Transportation, City of Columbia, and the county will serve as ex-officio members.~~

~~(3) *Purpose.* The Richland County Appearance Commission will seek to improve and enhance the overall appearance of Richland County. Responsibilities include:~~

~~a. To identify and work with municipalities, state agencies, and interested organizations to coordinate and collaborate in improving the appearance of Richland County.~~

~~b. To make a recommendation to the county council, no later than June 1, 1999, as to the implementation of the Landscaping Investment and Major Boulevards Plan (LIMB) approved by county council.~~

~~c. To undertake the development and implementation of a five year overall beautification plan to complement and expand upon the LIMB Plan. This five-year plan will address long term efforts to improve the appearance and natural beauty of the county and will include appearance standards and principles.~~

~~d. To develop a maintenance plan for the above LIMB Plan and five year plan.~~

~~e. To identify outside public and/or private funding sources for beautification and recommend to council grant opportunities and if needed, county funding, for the beautification efforts.~~

~~(4) *Terms of members; election of officers; and meetings.*~~

~~a. An at large Commission member shall serve a term of four years or until his or her successor is appointed. The term of a member of the Commission individually appointed by a Council member shall be coterminous with the term of the appointing Council member. Provided, however, that if a vacancy shall occur on Council, the member of the Commission appointed by the vacating Council member shall complete his or her term.~~

~~b. The commission shall elect a chairman, vice chairman, secretary and treasurer.~~

~~c. The commission shall meet at such times and places as determined by the chairman, but shall hold at least one meeting each quarter. The county administrator shall assign staff to assist the commission in making its recommendations to county council. All meetings of the commission shall be conducted in compliance with the South Carolina Freedom of Information Act.~~

~~(5) By laws. The commission shall adopt by laws by which meetings and activities of the commission will be conducted. Such by laws shall not conflict with Robert's Rules of Order, the general and permanent statutes of the State of South Carolina, and Richland County ordinances.~~

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2013.

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
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First Reading: February 5, 2013
Second Reading: February 19, 2013
Public Hearing: March 5, 2013
Third Reading: July 2, 2013 (tentative)

Richland County Council Request of Action

Subject

Small Local Business Enterprise ("SLBE") Program [**PAGES 338-359**]

Notes

First Reading: May 21, 2013

Second Reading:

Third Reading:

Public Hearing:

SMALL LOCAL BUSINESS ENTERPRISE (“SLBE”) PROGRAM
[An Ordinance to Amend Article X of the Richland County, SC Code by adding a
new Division 7 as follows]

(1-3-13 Draft)

DIVISION 7. SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS

Sec. 2-639. General Provisions.

(a) *Purpose*

The purpose of this division is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural & engineering services, professional services, non-professional services, and commodities. The Small Local Business Enterprise (“SLBE”) Program also furthers the County’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the County’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in County contracts. Moreover, the SLBE Program provides additional avenues for the development of new capacity and new sources of competition for County contracts from the growing pool of small and locally based businesses.

(b) *Scope and Limitations*

This SLBE Program may be applied by the County on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions*

Affirmative Procurement Initiatives – refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding / insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

Award – the final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the County to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid (“ITB”) or request for proposal (“RFP”) process.

(Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

Bid Incentives – additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities including change orders and amendments.

Centralized Bidder Registration System (“CBR”) -- a web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., “Spend” or “Payments”) on County contracts.

County – refers to the County of Richland, South Carolina.

Commercially Useful Function – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

Emerging SLBE – an emerging firm that meets all of the qualifications of a Small Local Business Enterprise, and that is less than five years old, but has no more than five full-time employees and annual gross sales as averaged over the life of the firm that are less than \$1 million.

Goal – a non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract-by-contract basis by either the Director of Procurement or a Goal Setting Committee.

Goal Setting Committee – a committee established by the Director of Procurement for the County (including a representative of the Purchasing Department and a representative of the end-user agency) and chaired by the Director of Procurement that establishes SLBE Program goals and selects appropriate SLBE Affirmative Procurement Initiatives to be applied to each contract for the County based upon industry categories, vendor availability, and project-specific characteristics. The Director of Procurement may establish as many as five separate Goal Setting Committees (i.e., one for each industry category).

Good Faith Efforts – documentation of the Bidder’s intent to comply with SLBE Program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the Bidder’s commitment to comply with SLBE Program goals as established by the Director of Procurement or a Goal Setting Committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE Program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the County web site; solicitations of bids from all qualified SLBE firms listed in the County’s SLBE Directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

Graduation – An SLBE firm permanently graduates from the County’s SLBE program when it meets the criteria for graduation set forth in this policy.

Independently Owned, Managed, and Operated – ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

Industry Categories – procurement groupings for County contracts for purposes of the administration of Affirmative Procurement Initiatives shall be inclusive of Architectural & Engineering, Construction, Professional Services, and Non-professional Services, and Commodities procurements. Industry Categories may also be referred to as “business categories.”

Joint Venture - an association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Local Business Enterprise (“LBE”) - a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina. This definition is subsumed within the definition of Small Local Business Enterprise.

Non-professional Services – services that are other than Professional Services, and do not require any license to perform.

Points – the quantitative assignment of value for specific evaluation criteria in the selection process.

Prime Contractor – The vendor or contractor to whom a purchase order or contract is awarded by the County for purposes of providing goods or services to the County.

Principal Place of Business – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

Professional Services – any non-construction and non-architectural & engineering services that require highly specialized training and / or licensed credentials to perform, such as legal, accounting, medical, or real estate services.

Responsive - a firm’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE Program requirements.

Sheltered Market – An Affirmative Procurement Initiative designed to set aside a County contract bid for bidding exclusively among SLBE firms.

Significant Employee Presence – no less than twenty-five percent of a firm’s total number of full and part-time employees are domiciled in Richland County.

Small Local Business Enterprise (“SLBE”) – an independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a “Small Business Enterprise” and a “Local Business Enterprise.”

SLBE Plan Execution Certification (SLBE Form – C) - The form certifying the general contractor’s intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

SLBE Directory - A listing of the small local businesses that have been certified by the Purchasing Department for participation in the SLBE Program.

SLBE Certification/Re-certification Application (SLBE Form – R) – This form shall be completed by Small Local Business Enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the County’s Small Local Business Enterprise Program. This form shall be completed every two years by certified Small Local Business Enterprises by the anniversary date of their original certification.

SLBE Schedule for Subcontractor Participation (SLBE Form – S) – This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be reviewed and approved by the Director of Purchasing before contract award.

SLBE Unavailability Certification (SLBE Form – U) - This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

Small Business Enterprise (“SBE”) a small business must have no more than ~~ten~~ **fifty** full-time employees and have annual gross revenues as averaged over the past three tax years of no more than \$5 million. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SBE.

~~***[** Note: See State of Maryland’s alternative definition of Small Business Enterprise (“SBE”) below in bold italic text:***~~

~~***(1) — Any for-profit enterprise as defined in Maryland Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 8; that is that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; and that is not dominant in its field of operation; and***~~

~~***(2) — That satisfies the following size requirements:***~~

~~***a. — Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***~~

~~***b. — Manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***~~

~~***c. — Service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years; and***~~

~~d. — Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.~~

~~If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.~~

~~This definition is subsumed within the definition of Small Local Business Enterprises.]~~

Richland County's definition of Small Business Enterprise (SBE):

(1) Any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31; that is that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; and that is not dominant in its field of operation; and

(2) That satisfies the following size requirements:

- a. The owner(s) is actively involved in day-to-day management and control of the business;
- b. Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- c. Manufacturing operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- d. Truck Transportation operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- e. Real Estates, rental, leasing, trusts, funds, insurance (carries and related activities); professional, scientific, technical services, operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;

- f. Administrative and Support Services operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2.5 million in its most recently completed 3 fiscal years;
- g. Repair and maintenance operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- h. Service operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of:
- \$5 million for architectural
 - \$5 million for engineering
 - ~~\$2.5 million for engineering~~
 - \$5 million for all other services

The amount shown must be in its most recently completed 3 fiscal years;

- i. Specialty Trade Contractors did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million for all other services in its most recently completed 3 fiscal years; and
- j. Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million in its most recently completed 3 fiscal years;
- k. Retail Trade did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million

~~\$3 million~~

~~A few may be a higher size standard, but none above \$3 million or 50 employees.~~

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual

averages over the course of the existence of the business not to exceed the three years.

Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible and should be graduated from the program. The size standards in number of employees and number of dollars should be reviewed annually and adjusted periodically to meet economic changes.

This definition is subsumed within the definition of Small Local Business Enterprises.

Small Local Business Enterprise (“SLBE”) – A Local Business Enterprise that is also a Small Business Enterprise.]

[**Note: Resource Issue -- Possible establishment of position of Director of Equal Opportunity Contracting Program (“Director of Procurement”) -- The County employee responsible for the oversight, tracking, monitoring, administration, and implementation of the SLBE program, ensuring that compliance with contract participation requirements is maintained, and overall program goals and objectives are met.]

Spend Dollars – dollars actually paid to prime and / or subcontractors and vendors for County contracted goods and/or services.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the County.

Suspension – the temporary stoppage of a SLBE firm’s participation in the County’s contracting process under the SLBE Program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

Sec. 2-640. Program Objectives and General Responsibilities.

(a) To meet the objectives of this Program, the County is committed to:

1. Increasing the participation of Small Local Business Enterprises (“SLBEs”) in County contracting, and, to the extent possible, ameliorating through race- and gender-neutral means any disparities in the participation of minority business enterprises or women business enterprises on County contracts.
2. Regular evaluation regarding the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;

3. Establishing one or more Goal Setting Committee(s) (“GSCs”) to provide guidance on the implementation of the rules under this Policy;

4. Continuous review and advice of the GSC in administering the policy and goals herein. The County’s Director of Procurement shall determine the size of each GSC that is to be chaired by the Purchasing Director. The Purchasing Director shall also appoint the remaining members of the GSC from the County’s procurement personnel and other County departments affected by this Program; and

5. Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and /or performing on County contracts, and of providing the means of tracking actual County bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, Prime Contractors and Subcontractors will be required to register and input data into the CBR or other related forms and systems as a condition of engaging in business with the County.

(b) At a minimum, the Procurement Director shall:

1. Report to the County Administrator and the County Council on at least an annual basis as to the County’s progress towards satisfying SLBE program objectives;

2. Formulate Program waivers, improvements and adjustments to the GSC goal-setting methodology and other Program functions;

3. Have substantive input in a contract specification review process to be undertaken in advance of the issuance of County’s RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;

4. Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and

5. Monitor and support the implementation of the rules under this Program.

(c) At a minimum, each Goal Setting Committee may:

1. Meet as often as it deems necessary to accomplish its duties but not less than twice annually;

2. Develop the SLBE goal setting methodology to be implemented by the Director of Procurement on a contract-by-contract basis; and

3. Monitor and support the implementation of the rules under this Program policy.

Sec. 2-641. Eligibility for the SLBE Program.

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (SLBE) with the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern that is not dominant in its field of operation, and that is performing a commercially useful function;
2. It meets size standard eligibility requirements for Small Business Enterprises as defined herein;

~~[**Note: See State of Maryland's alternative definition of Small Business Enterprise ("SBE") size standards below in bold italic text:~~

~~2. — That satisfies the following size requirements:~~

~~a. — Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~

~~b. — Manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~

~~c. — Service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years; and~~

~~d. — Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.~~

~~If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.~~

~~This definition is subsumed within the definition of Small Local Business Enterprises.]~~

That satisfies the following size requirements:

- a. The owner(s) is actively involved in day-to-day management and control of the business;
- b. Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- c. Manufacturing operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- d. Truck Transportation operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- e. Real Estates, rental, leasing, trusts, funds, insurance (carries and related activities); professional, scientific, technical services, operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- f. Administrative and Support Services operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2.5 million in its most recently completed 3 fiscal years;
- g. Repair and maintenance operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- h. Service operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of:
- \$5 million for architectural
 - \$5 million for engineering
 - ~~\$2.5 million for engineering~~
 - \$5 million for all other services

The amount shown must be in its most recently completed 3 fiscal years;

- i. Specialty Trade Contractors did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million for all other services in its most recently completed 3 fiscal years; and
- j. Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million in its most recently completed 3 fiscal years;
- k. Retail Trade did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million

\$3 million

A few may be a higher size standard, but none above \$3 million or 50 employees.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years.

Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible and should be graduated from the program. The size standards in number of employees and number of dollars should be reviewed annually and adjusted periodically to meet economic changes.

This definition is subsumed within the definition of Small Local Business Enterprises.

3. The firm is a Local Business Enterprise as defined by this Policy with a principal place of business or significant employment presence in Richland County, SC as defined herein;
4. The firm has been established for at least one year or the principals of the business have at least three years of relevant experience prior to forming or joining the business; and
5. In the year preceding the date of certification application, the applicant has not received more than \$1,000,000 in County contract payments as a result of

contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement or designated Procurement Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this section of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's average gross sales for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with all SLBE criteria as specified above in Sec. 2-641 (a) through (d);
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

Sec. 2-642. Graduation and Suspension Criteria.

(a) A bidder may not count towards its SLBE or Emerging SLBE participation the amount subcontracted to an SLBE or Emerging SLBE firm that has graduated or been suspended from the program as follows:

1. An SLBE firm shall be permanently graduated from the SLBE Program after it has received a cumulative total of \$5 million of County-funded prime contract or subcontract payments in at least five separate contracts since its initial certification as an SLBE firm;
2. An SLBE firm shall be permanently graduated from the SLBE program after its three fiscal year average gross sales exceeds the size standard eligibility requirements;
3. An SLBE firm shall be temporarily suspended by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$1.5 million in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in Affirmative Procurement Initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria;
4. An SLBE firm may have its SLBE eligibility permanently revoked by the Director of Procurement if it fails to perform a Commercially Useful Function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from Affirmative Procurement Initiatives for which the non-SLBE firm and its owners would not otherwise be entitled;
5. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status after it has received a cumulative total of \$2.5 million of County-funded prime contracts or subcontract payments in at least five separate contracts since its initial certification as an Emerging SLBE firm;
6. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status once its three-year average annual gross sales exceeds \$2 million; and
7. An Emerging SLBE firm shall be temporarily suspended from Emerging SLBE status by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$750,000 in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the Emerging SLBE firm shall be eligible to continue participating in Affirmative Procurement Initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in Affirmative Procurement Initiatives as an Emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status.

(b) The Director of Procurement shall provide written notice to the SLBE firm or Emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the County Administrator. A written notice of appeal must be received by the County Administrator within 15 days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the Director of Procurement, or designee (other than the Director of Procurement), shall also participate in a hearing conducted by the County Administrator or the County Administrator's designee soon as practicable. The decision of the County Administrator, or designee, shall be the final decision of the County.

Sec. 2-644. Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation.

(a) The County in conjunction with the appropriate Contract Officer and the Director of Procurement may utilize the following Affirmative Procurement Initiatives in promoting the award of County contracts to SLBEs or Emerging SLBEs.

1. **Bonding and Insurance Waiver:** The County, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the County determines that the bonding and or insurance requirements would deny the SLBE or Emerging SLBE an opportunity to perform the contract which the SLBE or Emerging SLBE has shown itself otherwise capable of performing.

2. **Price Preferences:** The County may award a contract to a SLBE or Emerging SLBE which submits a bid within 10% (inclusive) of a low bid by a non-SLBE. This preference would not apply if the award to the SLBE would result in a total contract cost that is \$25,000 or greater on an annual basis than the low bid, or in a total contract cost that exceeds the County's budgeted price for the contract (whichever is lower).

3. **Evaluation Preferences:** The County may reserve up to 20% of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or Emerging SLBE firms, or to joint ventures that have SLBE and/or Emerging SLBE partners (see EXHIBITS 1 and 2 regarding professional services contracts and architectural & engineering contracts, respectively).

4. **Mandatory Subcontracting:**

a. The Goal Selection Committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to 40%, be subcontracted to eligible SLBEs or to eligible Emerging SLBEs.

b. An SLBE or Emerging SLBE prime contractor may not subcontract more than 49% of the contract value to a non-SLBE.

c. A prospective bidder on a County contract shall submit at the time of bid SLBE – Form S providing the name of the SLBE or Emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or Emerging SLBE, and the work to be performed by the SLBE or Emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the Director of Procurement for good cause by submitting the SLBE Unavailability Certification form to the Director of Procurement at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the bidder and careful review by the Director of Procurement. The Director of Procurement shall base his or her determination on a waiver request on the following criteria:

- (1) Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SLBEs or Emerging SLBEs;
- (2) Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the circumstances of the contract; and
- (3) Whether there are no certified SLBE or Emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law.

f. A Prime Contractor is required to notify and obtain written approval from the Director of Procurement in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County.

5. ***Sheltered Market:***

a. The Director of Procurement and the appropriate County Contracting Officer may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's Contracting Officer and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. ***Competitive Business Development Demonstration Project:***

a. With the concurrence of the Director of Procurement, the appropriate County Contracting Officer may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such County contracts. The purpose for the placement of a contract into the CBD Demonstration Project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the County.

b. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future County contracts and to successfully compete in the industry.

c. The Director of Procurement shall be required to select SLBE candidate firms for participation on such CBD Demonstration Projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

Sec. 2-645. SLBE Program Performance Review.

(a) The Director of Procurement or designee shall monitor the implementation of this Policy and the progress of this Program. On at least an annual

basis, the Director of Procurement or designee shall report to the County Administrator and County Council on the progress of achieving the goals established for awards to certified SLBE and Emerging SLBE firms, reporting both dollars awarded and expended. In addition, the Director of Procurement or designee shall report on the progress in achieving the stated Program Objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on County contracts.

(b) The County shall periodically review the SLBE Program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated Program Objectives. The County Council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program.

Sec. 2-646. Conflicts.

To the extent language in this Division conflicts with other language in Article X, the language in this Division controls only with respect to contracts wherein the Small Local Business Enterprise Program is being applied by the Director of Procurement. In all other respects, prior language in this Article shall remain in full force and effect.

**SMALL, LOCAL BUSINESS ENTERPRISE PROGRAM
EXHIBITS**

For Architectural & Engineering, Professional Services, Other Services, and design / build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or Emerging SLBE participation criterion for all contracts let at predetermined percentage of the total points awarded. The determination will be made using the suggested model outlined in the “Point Evaluation Table” (EXHIBIT 1) below:

EXHIBIT 1

Point Evaluation Table

10 POINTS FOR SLBE PARTICIPATION

- > 51% = 10 points
- > 45% = 7 points
- > 40% = 6 points
- > 35% = 5 points
- > 30% = 4 points
- > 25% = 3 points
- > 20% = 2 points
- > 15% = 1 points

20 POINTS FOR SLBE PARTICIPATION

- > 51% = 20 points
- > 45% = 17 points
- > 40% = 16 points
- > 35% = 14 points
- > 30% = 12 points
- > 25% = 10 points
- > 20% = 8 points
- > 15% = 6 points
- > 10% = 4 points

Contractors may be evaluated on their SLBE or Emerging SLBE participation by utilizing the following sample schedule (EXHIBIT 2) which is most often used by Architectural & Engineering:

EXHIBIT 2

<u>Points Awarded</u>	<u>% of Participation Criteria</u>
5.0 51-100	Proposals by registered SLBE owned and/or controlled firms
4.0 36 – 50	Majority prime with registered SLBE participation
3.0 30 – 35	Majority prime with registered SLBE participation
2.0 24 – 29	Majority prime with registered SLBE participation
0 0 – 23	Less than the goal for registered SLBE participation

DRAFT

CHARLESTON COUNTY'S SBE

To certify Small Business Enterprises for contracting and procurement opportunities in the areas of:

- Construction
- Architecture and engineering
- Professional services
- Goods and supplies
- Other services

ELIGIBILITY CRITERIA

To be certified as an SBE, your business will:

1. Have an annual gross sales volume not exceeding \$7.5 million (averaged over the previous three years)
2. Be actively managed and controlled on a day-to-day basis by the owner(s)
3. Have been in operation for at least one year
4. Be current on any applicable business license(s) and on any Charleston County taxes and fees

WHAT CERTIFICATION CAN MEAN TO YOUR SMALL BUSINESS

1. Mandatory quote from SBE on procurements between \$5,000 and \$25,000
2. Mandatory SBE subcontractors on projects of \$25,000 and above
3. Technical and financial referrals
4. Workshops, seminars and training programs to assist business owners in the competition process

Richland County Council Request of Action

Subject

An Ordinance Authorizing the Issuance and Sale of not to exceed \$250,000,000 General Obligation Bonds and \$50,000,000 General Obligation Bond Anticipation Notes, in one or more series, in one or more years, with appropriate series designations, of Richland County, South Carolina; fixing the form and details of the bond and the notes; delegating to the County Administrator certain authority related to the bonds and the notes; providing for the payment of the bonds and the notes and the disposition of the proceeds thereof; and other matters relating thereto
[PAGES 360-401]

Notes

First Reading: June 18, 2013
Second Reading:
Third Reading:
Public Hearing:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$250,000,000 GENERAL OBLIGATION BONDS AND \$50,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, IN ONE OR MORE YEARS, WITH APPROPRIATE SERIES DESIGNATIONS, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND AND THE NOTES; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS AND THE NOTES; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) 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, 2012, 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

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.

(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) 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 Notes and the Bonds (the “Available Revenue”).

(h) Article X, Section 14 of the Constitution further provides that general obligation bond anticipation notes may be issued in anticipation of the proceeds of general obligation bonds which may lawfully be issued under such terms and conditions that the General Assembly may prescribe by law.

(i) 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.

(j) Pursuant to a Resolution adopted by the County Council on November 13, 2012, the County has adopted Written Procedures Related to Tax-Exempt Debt.

(k) It is in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bonds in an amount of not to exceed \$250,000,000 to fund the projects approved in the Referendum; to retire any outstanding bond anticipations note, and to pay costs of issuance of the bonds.

(l) Pending the issuance and sale of general obligation bonds, it is necessary and in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bond anticipation notes in an amount of not to exceed \$50,000,000 for the purposes of funding the projects approved in the Referendum; and to pay costs of issuance of the bond anticipation notes.

SECTION 2. 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 not exceeding \$250,000,000 aggregate principal amount of general obligation bonds of the County to be designated “\$(amount issued) General Obligation Bonds, (appropriate series designation), of Richland County, South Carolina” (the “Bonds”) for the purpose of retiring any outstanding bond anticipation notes, to fund the projects approved in the Referendum, and to pay costs of 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 3. Authorization and Details of Notes. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$50,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, in one or more series, in one or more years, with appropriate series designations, to be designated “(amount issued) General Obligation Bond Anticipation Notes, (appropriate series designation) of Richland County, South Carolina”(the “Notes”) to fund the projects approved in the Referendum, and to pay costs of issuance of the Notes.

The Notes shall be issued as fully registered Notes registerable as to principal and interest; shall be dated as of their date of delivery to the initial purchaser(s) thereof; shall bear interest from their dated date payable at maturity at such rate or rates as may be determined by the County Council at the time of sale thereof.

Both the principal of and interest on the Notes 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. Approval by County Council; Delegation of Authority Relating to the Bonds. County Council shall by written resolution approve the issuance and sale of each series of bonds. Subject to County Council's approval, County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority with respect to each Series of Bonds: (a) to determine the par amount of Bonds; (b) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) to determine the interest payment dates of the Bonds; (d) to determine redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) to receive bids on behalf of the County Council; and (g) to award the sale of the Bonds to the lowest bidders therefor in accordance with the terms of the Notices of Sale for each series of Bonds.

After the sale of each series of 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 each series of Bonds.

SECTION 5. Delegation of Authority Relating to the Notes. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the par amount of the Notes; (b) to determine the maturity date of the Notes; (c) to determine redemption provisions, if any, for the Notes; (d) the date and time of sale of the Notes; (e) to receive bids on behalf of the County Council; and (g) to award the sale of the Notes to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Notes.

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.

SECTION 6. Registration, Transfer and Exchange of Bonds and Notes. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds and Notes. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds and Notes under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond and Note 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 Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bonds, Bonds, Note or Notes, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bonds or Notes surrendered in exchange for a new registered Bond and Note 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 Bond and Note shall be registered upon the registry books as the absolute owner of such Bond and Note, whether such Bond and Note shall be overdue or not, for the purpose of receiving payment of the

principal of and interest on such Bond and Note 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 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 Bonds and Notes, 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 Bond and Note 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 Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 7. 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 8. Mutilation, Loss, Theft or Destruction of Bonds or Notes. In case any Bond or Note 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 Bond or Note of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond or Note, 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 Bond or Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or Note or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond or Note in lieu of which such duplicate Bond or Note is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 9. Execution of Bonds and Notes. The Bonds and Notes 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 Interim 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 or Notes may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds or Notes in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds or Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond and Note shall bear a certificate of authentication manually executed by the Registrar.

SECTION 10. Form of Bonds and Notes. The Bonds and Notes shall be in substantially the form attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by reference.

SECTION 11. 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 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.

SECTION 12. Security for Notes. The Notes shall constitute general obligations of the County and the proceeds of the Bonds are irrevocably pledged to the payment of the Notes. Additionally, the Pledged Revenues received by the County from the Sales and Use Tax are pledged, as well as the full faith, credit and taxing power of the County.

SECTION 13. 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 Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);

- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such 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 14. 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 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 15. Eligible Securities. The Bonds and Notes initially issued (the “Initial Notes” or the “Initial 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 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 Bonds or Notes of the same maturity or any integral multiple of \$5,000.

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

Notices of redemption of the Initial 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 Bonds or Notes, 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 Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds or Notes 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 Bond or Notes 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 or Notes 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 Bonds or Notes in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds or Notes will be issued as one single fully-registered Bond or Note and not issued through the book-entry system.

SECTION 16. Sale of Bonds and Notes, Form of Notice of Sale. The Bonds and Notes shall be sold at public sale. Notice of Sale in substantially the forms attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale for the Bonds shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 17. 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 Bonds and Notes, respectively, together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds and Notes, respectively, so that it may be provided to the purchaser of the Bonds and Notes.

SECTION 18. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 19. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds and Notes to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 20. 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, and shall be expended from time to time and made use of by the County Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code;
- (b) A portion will be used to retire any outstanding Notes; and
- (b) The balance of the proceeds shall be applied for the costs of the Referendum-approved projects and the costs and expenses of issuing the Bonds.

The proceeds derived from the sale of the Notes shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

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

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

SECTION 21. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds, the Notes and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 22. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Bonds and Notes 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 Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 23. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds and Notes that it will not take any action which will, or fail to take any action which failure will, cause interest on the 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 Bonds and Notes. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds and Notes shall be made which, if such use had been reasonably expected on the date of issue of the Bonds and Notes would have caused the Bonds or Notes to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the 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 24. 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, Interim Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A., The Law Office of Ernest W. Cromartie III, LLC, and The Rutherford Law Firm, LLC as co-bond counsel and Southwest Securities, Inc., as Financial Advisor in connection with the issuance of the Notes and the Bonds. The County Attorney's office shall select co-disclosure counsel for each of the Notes and the Bonds and shall require co-bond counsel and co-disclosure counsel to participate in a mentoring program which shall allow local small minority law firms to gain experience and capacity in legal issues relating to the issuance of general obligation bonds and the transportation bonds in particular. The County Administrator

is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Notes 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.

Enacted this ____ day of _____, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2013:

Interim Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

FORM OF BOND

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

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

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

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

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 _____, 2013.

[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

Chair, County Council

(SEAL)
ATTEST:

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: _____
Interim Clerk, County Council

FORM OF NOTE

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

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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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 _____, 2013, 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 59, Chapter 71, Code of Laws of South Carolina, 1976, as amended, the successful results of a referendum; and an ordinance duly enacted by County Council on _____, 2013 (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

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 _____, _____, 2014, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds of Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of W. Anthony McDonald, County Administrator, fax number (803) 576-2138.

Electronic 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.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only 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 _____, 2014; 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>
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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: Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

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 by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: 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.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

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.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, 2014, 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: fheizer@mcnair.net.

RICHLAND COUNTY, SOUTH CAROLINA
s/ _____
Chair, County Council

FORM OF NOTICE OF SALE

NOTICE OF SALE

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

Sealed, facsimile and 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 _____, _____, 2013.

BID SUBMISSION: Sealed and facsimile bids must be submitted on bid forms furnished by the County. Sealed bids shall be enclosed in a sealed envelope marked on the outside "Proposal for the Purchase of the County of Richland County, South Carolina, \$ _____ General Obligation Bond Anticipation Notes, Series _____." Bids submitted by facsimile should be preceded by a cover sheet addressed to the Superintendent and should be sent only once to (803) 576-2138. 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 _____, 2013, the expected date of delivery, and due on _____, 2014. Interest, calculated on the basis of a 360-day year of twelve 30-day months, will be payable at maturity on _____, 2014.

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 six percent (6%) and (b) the interest rate specified must be a multiple of 1/100th of one percent.

REGISTRAR/PAYING AGENT: Within twenty-four hours of the sale of the Notes, the County will designate a registrar/paying agent (the "Registrar/Paying Agent") for the Notes.

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 _____, 2013 to _____, 2014, 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, _____, 2013

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 a resolution duly adopted by the County Council of the County on _____, 2013.

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 _____, 2013, 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 _____, 2013. Payment for the Notes shall be made in immediately available funds.

OFFICIAL STATEMENT: The Preliminary Official Statement, dated _____, 2012, 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.i-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

_____, 2013

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, 2013][June 30, 2014]. 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: W. Anthony McDonald
Title County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

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, July 16, 2013, 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 (the "Bonds") and \$50,000,000 General Obligation Bond Anticipation Notes (the "Notes"), in one or more series in one or more years, with appropriate series designations, of the County, the proceeds of the Notes and Bonds 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") , the proceeds of the Bonds will also be used to retire the Notes, (ii) paying costs of issuance of the Notes and Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The proceeds of the Bonds will be irrevocably pledged for the payment of the Notes. 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

Richland County Council Request of Action

Subject

Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and between Richland County, South Carolina and Intertape Polymer Corp. providing for a payment of a Fee in Lieu of Taxes and other matters related thereto **[PAGES 402-429]**

Notes

First Reading: June 18, 2013

Second Reading:

Third Reading:

Public Hearing:

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

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND INTERTAPE POLYMER CORP. PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, by which the County (i) identifies certain properties of such industries as economic development property, through which the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally, and (ii) covenants to accept certain fee payments in lieu of *ad valorem* taxes with respect to economic development property; and

WHEREAS, Intertape Polymer Corp., a Delaware corporation authorized to transact business in the State (referred to hereinafter as the "Company"), intends to invest in a packaging material manufacturing facility through (i) the acquisition of land, a building, and improvements thereon (the "Land and Building"), which Land and Building is subject to a Fee Agreement between the County and the Company dated []; (ii) the construction of improvements thereon and/or therein ("New Construction"); and/or (iii) the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building ("Machinery and Equipment," together with the New Construction, "Project"), which Project would constitute a project within the meaning of the Act and be eligible for inclusion as economic development property all as more fully set forth in the Fee Agreement, as defined below, attached hereto; and

WHEREAS, the Company anticipates the Project will result in a capital investment in the County of \$25,000,000 over five years and the maintenance by the Company of 200 full-time jobs at the Project; and

WHEREAS, pursuant to an Inducement Resolution dated as of June 4, 2013, the County authorized the execution of an agreement providing for fee in lieu of tax payments with respect to the Project; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for (i) fee in lieu of tax payments on the Project, utilizing a 6% assessment ratio and a millage rate of 473.3, for a period of 30 years for the Project or each

component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company may agree, (ii) a grant of \$350,000 from the County to the Company, and (ii) a 10-year, 50% special source revenue credit against the fee payments in lieu of *ad valorem* taxes to be made with respect to the Project; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. In order to induce the location of the Project further, the County hereby approves a grant of \$350,000 to the Company to be used for infrastructure and rail improvements, subject to the clawback requirements applicable to the grant as set forth in the Fee Agreement. The County Administrator is hereby authorized, empowered, and directed to provide such grant to the Company.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

FEE AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

and

INTERTAPE POLYMER CORP.

Dated as of July 16, 2013

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of July 16, 2013 by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Richland County Council (the “County Council”) as the governing body of the County, and INTERTAPE POLYMER CORP., a Delaware corporation authorized to transact business in the State (the “Company”).

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of the Act, which agreement (a) identifies certain property of such entities as economic development property and (b) includes covenants by the Company to pay and the County to accept fee payments in lieu of *ad valorem* taxes with respect to the economic development property.

2. The Company is investing in a packaging material manufacturing facility in the County through (i) the acquisition of land, a building, and improvements thereon (the “Land and Building”), which Land and Building is subject to a Fee Agreement between the County and the Company dated []; (ii) the construction of improvements thereon and/or therein (“New Construction”); and/or (iii) the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building (“Machinery and Equipment,” together with the New Construction, “Project”).

3. The Company anticipates the Project will result in a capital investment in the County of at least \$25,000,000 over five years and the maintenance by the Company of 200 full-time jobs at the Project.

4. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

6. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the “Fee Ordinance”) authorizes the County and the Company to enter

into this Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Capital Investment Requirement” shall mean investment of at least \$25,000,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Intertape Polymer Corp. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“County Council” shall mean the Richland County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

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

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Minimum Investment Requirement” shall mean an investment of at least \$5,000,000 by the Company of property eligible as economic development property under the Act

“Minimum Job Requirement” shall mean maintaining 200 full-time jobs at the Project.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2013 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously

subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean one or more entities which sign the Fee Agreement and, subject to the provisions of Section 12-44-30(19), meets the Minimum Investment Requirement.

“Sponsor Affiliate” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company and so long as such investment is not counted towards the Company’s achievement of the Minimum Investment Requirement.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

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

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the minimum investment required under the Act within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be 473.3 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2012, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County has included the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is authorized to transact business in the State and has power to enter into this Fee Agreement and carry out its obligations hereunder.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing packaging materials, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will meet the Capital Investment Requirement and the Minimum Job Requirement

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to achieve at least the Capital Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County. and maintain the Minimum Job Requirement

The Company may at any time lease or sublease the Project or portions of the Project on such terms as the Company may determine in its sole discretion, provided that such terms are not inconsistent with this Fee Agreement. No lease or sublease shall reduce any of the obligations of the Company hereunder unless expressly approved in writing by the County.

Financing, lending, security, sale-leaseback, assignments, leases, subleases, or similar arrangements are permitted in accordance with Sections 12-44-120(B) and (C) of the Act and do not require the prior approval of subsequent ratification of the County. The Company shall cause the County and the Department to be notified of a financing-related transfer of the Fee Agreement or the Project within sixty (60) days of such transfer. Such notice shall be in writing and shall include the identity of each transferee and any other information required by the Department of Revenue with any appropriate returns.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

(c) The Company shall provide to the County a documents sufficient to meet the reporting requirements as set forth in the County's Accountability Practices Resolution dated December 14, 2010.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make Payments in Lieu of Taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2012, which is 473.3 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the

County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for a 10-year, 50% Infrastructure Credit. Beginning with the first annual FILOT payment and continuing for the next nine annual FILOT payments, the Company shall receive an annual credit in an amount equal to 50% of the then current FILOT payment with respect to the Project. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year. The Infrastructure Credit is to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall not exceed the cumulative dollar amount of Infrastructure costs incurred by the Company.

The Company shall certify to the County achievement of the Capital Investment Requirement and maintenance of the Minimum Job Requirement. If the Company fails to achieve the Capital Investment Requirement and maintain the Minimum Job Requirement by the end of the Investment Period, then the Company is no longer entitled to receive the annual Infrastructure Credit. If the Company fails to achieve the Capital Investment Requirement and the Minimum Job Requirement by the end of the Investment Period, then the Company shall pay to the County a pro-rata portion of Infrastructure Credits previously claimed and received

by the Company as well as a pro-rata portion of the County grant of \$350,000 for infrastructure and rail improvements according to the following formula:

“Clawback Percentage” = 100% - “Overall Achievement Percentage”

“Overall Achievement Percentage” = [“Investment Achievement Percentage” + “Job Maintenance Percentage”] / 2

“Investment Achievement Percentage” = Actual Investment Reached / \$25,000,000

“Job Maintenance Percentage” = Actual Jobs Maintained / 200

Section 4.2 Failure to Achieve Minimum Investment Requirement. In the event that (i) the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Minimum Investment Requirement by the end of the Investment Period or (ii) the Company does not maintain the Minimum Investment Requirement through the Fee Term, this Fee Agreement shall terminate. In such event, the Company shall pay the County an amount (the “Additional Payment”) pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

- (i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount

is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. If the Company elects termination, then the Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

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

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a

Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall not exceed \$5,000.

Section 4.13 Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

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

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

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof or Administrative Expenses as described in Section 4.12 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) Failure by the Company to continue operations at the Project for a period of 180 days.

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

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Intertape Polymer Corp.
Attn: Director of Administration
3467 Cortez Road W
Bradenton, FL 34210

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Gary W. Morris
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Economic Development Director
P.O. Box 192
Columbia, SC 29202

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
P.O. Box 1509
Columbia, SC 29202

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; *provided, however*, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

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

**RICHLAND COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: Clerk to County Council

INTERTAPE POLYMER CORP.

Signature: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel, tract of land, with all improvements thereon, containing 23.617 acres, being located in Richland County, South Carolina, on the eastern side of Carolina Pines Road and shown as Parcel A on a Boundary and Topographic Survey for Panattoni Development Company prepared by Survey and Mapping Services of South Carolina, Inc., dated June 17, 1998, last revised July 15, 1998, recorded June 23, 2000 in Book 420, page 1258, Richland County ROD Office: being most recently shown on an ALTA/ACSM Land Title Survey for PCO Carolina Pines LP prepared by Survey and Mapping Services of South Carolina, Inc., dated June 15, 2000, recorded July 7, 2000, in Book 424, page 1375, Richland County ROD Office and, according to said latter plat, having the following metes and bounds, to-wit:

From the intersection with Jenkins Brothers Road, go southeasterly on Carolina Pines Road for approximately 0.8 mile to a 5/8" rebar on the eastern right of way of Carolina Pines Road, said iron being the point of beginning; thence N 73°15'28" E for 353.08' along the lands of Industrial Land Group to a 5/8" rebar, thence N 23°37'43" W for 151.09' along the property now or formerly of Industrial Land Group to a 5/8" rebar; thence N 73°15'28" E for 1,004.42' along the property now or formerly of Sony Corporation to a 5/8" rebar; thence S 16°44'32" E for 844.95' along the property now or formerly of Sony Corporation to a 5/8" rebar; thence S 73°15'28" W for a total distance 1,198.65' along the property now or formerly of H.G. Moore, Sr. to a 5/8" rebar on the eastern right of way of Carolina Pines Road; thence along the eastern right of way of Carolina Pines Road, along the chord of a curve N 27°24'14" W for 365.83' to a PK Nail on the eastern right of way of Carolina Pines Road; thence N 29°01'43" W for 343.30' along the right of way to the point of beginning, be all measurements a little more or less. The above-referenced plat is hereby incorporated by reference for a more complete description of the premises.

DERIVATION: This being the same property heretofore conveyed to Richland County, South Carolina, by deed of Quatro Mid-Atlantic Resources I, LLC dated December 29, 1999, and recorded in the Richland County ROD office on December 30, 1999 in Book 372, page 1864; and leased to Quatro Mid-Atlantic Resources I, LLC pursuant to that certain Lease Agreement between Richland County, South Carolina and Quatro Mid-Atlantic Resources I, LLC dated August 24, 2000, recorded in the Richland County ROD office on August 29, 2000 in Book 438, page 1328.

TMS# 17600-01-17

Richland County Council Request of Action

Subject

Authorizing the Execution and Delivery of a First Amendment to the Infrastructure Credit Agreement by and among Richland County, South Carolina and Project PT, to provide for an extension of the Special Source Revenue Credit and to apply it to an additional investment commitment and additional job commitment by Project PT; and other matters thereto related **[PAGES 430-438]**

Notes

First Reading: June 18, 2013

Second Reading:

Third Reading:

Public Hearing:

DRAFT

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE INFRASTRUCTURE CREDIT AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT PT, TO PROVIDE FOR AN EXTENSION OF THE SPECIAL SOURCE REVENUE CREDIT AND TO APPLY IT TO AN ADDITIONAL INVESTMENT COMMITMENT AND ADDITIONAL JOB COMMITMENT BY PROJECT PT; AND OTHER MATTERS THERETO RELATED.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (“Act”) (i) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with industry to accept certain fee payments in lieu of ad valorem (“FILOT”) with respect to investments; and (iii) under Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”), to provide credits to qualifying companies to offset qualifying related expenditures; and (iv) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”), to create joint, county industrial parks with one or more contiguous counties, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and

WHEREAS, under the authority provided in the MCIP Act, the County has provided previously for the inclusion of the Project PT land in a multi-county park with Fairfield County; and

WHEREAS, under the authority provided in the Infrastructure Credit Act, Project PT and the County entered into an Infrastructure Credit Agreement, dated _____, for an investment commitment and job commitment by Project PT; and

WHEREAS, Project PT proposes to make an additional investment commitment and an additional job commitment (“Project”); and

WHEREAS, Project PT has requested County to extend the existing Infrastructure Credit Agreement and to apply it to Project PT’s proposed additional investment commitment and additional job commitment; and

WHEREAS, County has determined to approve Project PT’s request, as more fully described in the ordinance and the attached First Amendment to the Infrastructure Credit Agreement (“First Amendment”).

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

Section 1. Findings. The County finds: (i) the Project qualifies as a “project”; (ii) the Project will benefit the general public welfare of the County by providing service, employment, recreation or

other public benefits not otherwise provided locally; (iii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power; (iv) the purposes to be accomplished by the Project are proper governmental and public purposes; and (v) the benefits of the Project to the public are greater than the costs to the public.

Section 2. Authorization to Execute and Deliver Necessary Agreements. The Chair of County Council, or the Vice Chair in the event the Chair is absent, and the County Administrator are authorized and directed to execute the First Amendment, attached hereto as Exhibit A and incorporated herein as if it were fully set out in this ordinance, with any minor modifications and revisions as may be approved by the Chair of County Council, or the Vice Chair in the event the Chair is absent, and the County Administrator, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council, or the Vice Chair in the event the Chair is absent, and the County Administrator are further authorized and directed to deliver the executed First Amendment to Project PT.

Section 3. Savings Clause. If any portion of this ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. General Repealer. Any prior ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 5. Effectiveness. This ordinance shall be effective after third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin E. Washington, Sr., Chair

(SEAL)

Attest this ____ day of _____, 2013

Michelle M. Onley
Clerk of Council

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

Exhibit A

First Amendment to the Infrastructure Credit Agreement

Richland County and Project PT

FIRST AMENDMENT

to the

INFRASTRUCTURE CREDIT AGREEMENT

among

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT PT

July 16, 2013

FIRST AMENDMENT
TO THE
INFRASTRUCTURE CREDIT AGREEMENT

An Infrastructure Credit Agreement, effective as of July 16, 2013, was entered into by and among Richland County and Project PT ("Infrastructure Credit Agreement"). Section ___ of the Infrastructure Credit Agreement provides that it may be amended only by written agreement of the parties to it.

This FIRST AMENDMENT to the Infrastructure Credit Agreement is made and entered into as of the 16th day of July, 2013 (the "First Amendment"), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), PROJECT PT, a South Carolina limited liability company ("Project PT" or "Company").

It is agreed by the parties to this First Amendment that:

SECTION 1. The second recital of the Infrastructure Credit Agreement is amended to read:

"WHEREAS, Project PT proposes to lease a facility to be acquired, constructed or developed by Company _____ for the purpose of establishing and operating a _____ ('Facility'); and"

SECTION 2. The eighth recital of the Infrastructure Credit Agreement is amended to read:

"WHEREAS, the County has agreed to provide special source revenue credits against the Richland Fee Payments attributable to the Company's investment in real and personal property and the credit will equal 20% of each Richland Fee Payment for a period of 1 year, renewable annually as provided herein for up to a total of 510 years, beginning with property tax year ____, subject to the terms and conditions below; and"

SECTION 3. Section 3.04 of the Infrastructure Credit Agreement is amended to read:

"SECTION 3.04. Minimum Investment and New Job Requirements.

(a)(1) The Company anticipates an investment of at least \$5,200,000 in the first 2 years of the Project (in all cases to be calculated without regard to depreciation, "Investment Commitment"). _____ anticipates the creation of at least 18 new jobs in the first 2 years of the Project ("Job Commitment").

(2) The Company anticipates an additional investment in the Project of at least \$3,000,000 by December 31, 2014 (in all cases to be calculated without regard to depreciation, "Additional Investment Commitment"). _____ anticipates the creation at least 15 new jobs in the Project by December 31, 2014 ("Additional Job Commitment").

(b)(1) The County agrees that in the first property tax year following the year in which the Company has achieved its Investment Commitment and Job Commitment, the Company is entitled to claim a Credit against the Richland Fee Payment. If, during the next property tax year, the Company has maintained its Investment Commitment and Job Commitment, then the Company is entitled to the Credit for the corresponding property tax year. The Company shall be entitled to claim a Credit in each succeeding year for a total of ~~five~~ten years ("Credit Period") so long as it maintains its Investment Commitment and Job Commitment, each of which shall be certified as provided below. Thus, for example, if in ____ the above referenced investment and job requirements are achieved, the Company would become entitled to claim the Credit against the Richland Fee Payment for property tax year ____.

(2) The County agrees that in the first property tax year following the year in which the Company has achieved its Additional Investment Commitment and Additional Job Commitment, the Company is entitled to claim a Credit against the Richland Fee Payment. If, during the next property tax year, the Company has maintained its Additional Investment Commitment and Additional Job Commitment, then the Company is entitled to the Credit for the corresponding property tax year. The Company shall be entitled to claim a Credit in each succeeding year of the Credit Period so long as it maintains its Additional Investment Commitment and Additional Job Commitment, each of which shall be certified as provided below.

(c) The parties agree that the Investment Commitment and Additional Investment Commitment to be achieved by the Company under this Section shall be calculated to include taxable personal property that is leased and used by the Company in connection with the Project and located at the Facility. The parties further agree that the minimum number of jobs to be created by the Company under this Section shall include direct employees of the Company, contract and leased employees, employees of companies with which the Company contracts to perform certain duties or activities, so long as the jobs are located at the Facility.

(d) Utilizing the form attached as Exhibit A, the Company shall annually certify to the County Auditor, with a copy to the County Administrator, on or before October 1 of each year, commencing with the year identified in subsection (b) that the Company has met and maintained its Investment Commitment and Job Commitment, and when applicable, has met and maintained its Additional Investment Commitment and Additional Job Commitment. Using the example in subsection (b) above, the Company would be required to certify to the County Auditor on or before October 1, ____, that the Company had met and maintained, through that point, in ____, the Investment Commitment and the Job Commitment. After the initial certification, the Company shall certify to the County Auditor in each year in which the Company intends to claim a Credit. If the Company fails to certify Investment Commitment and Job Commitment on or before October 1 of the applicable year, and when applicable, fails to certify its Additional Investment Commitment and Additional Job Commitment, then the County is not required to grant the Credit for the applicable property tax year. If the Company fails to maintain the Investment Commitment and Job Commitment, and when applicable, fails to maintain the Additional Investment Commitment and the Additional Job Commitment, the Credit Period shall immediately terminate.”

SECTION 4. Section 4.01 of the Infrastructure Credit Agreement is amended to read:

“SECTION 4.01. Transfer of Project; Use as _____.”

(a) So long as neither any Event of Default has occurred and is continuing nor has the Facility ceased to be used as a _____, the County acknowledges and agrees that Project PT may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant its respective interest in the Project to another entity and that the sale, transfer, lease, conveyance or grant does not relieve the County of the County’s obligation to provide Special Source Revenue Credits _____.

(b) If, during the term of this Agreement, the Company ceases for any reason and for a period of at least ninety consecutive calendar days to use the Facility for a _____, then this Agreement and the County’s grant of the Credits to the Company terminate automatically.”

SECTION 5. Exhibit A of the Infrastructure Credit Agreement is amended to read:

“EXHIBIT A
[FORM OF]
CERTIFICATE OF INFRASTRUCTURE CREDIT
AND
INVESTMENT COMMITMENT AND JOB COMMITMENT

Reference is made to the Infrastructure Credit Agreement among Richland County, South Carolina (“County”) and Project PT (collectively, “Company”), dated _____, as amended by the First Amendment to the Infrastructure Credit Agreement dated July 16, 2013 (“Agreement”). Each capitalized term not defined in this Certificate has the meaning ascribed in the Agreement.

In accordance with the Agreement, the undersigned authorized agents of the Company certify to the County:

1. The Company, as of October 1, 20____, has met and maintained its Investment Commitment and Job Commitment during the 20__ calendar year, and when applicable, has met and maintained its Additional Investment Commitment and Additional Job Commitment during the 201__ calendar year.

2. The Company is entitled to claim a Credit against the Richland Fee Payment of 20%.

3. The Credit specified in this Certificate for the current Property Tax Year, together with the amount of all Credits previously claimed pursuant to the Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Company and all investors, for which a Credit is permitted under state law.

IN WITNESS WHEREOF, I have executed this Certificate as of _____, 20__.

PROJECT PT
a South Carolina limited liability company

By: _____
Name: _____
Its: _____

COMPANY
a South Carolina corporation

By: _____
Name: _____
Its: _____ “

SECTION 6. Project PT shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to the review and negotiation of this First Amendment in an amount not to exceed \$2,500.

SECTION 7. Upon execution of this First Amendment by the parties to it, the Infrastructure Credit Agreement by and among County and Project PT consists of the Infrastructure Credit Agreement as originally executed as amended by this First Amendment.

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this First Amendment to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested and Project PT have caused this First Amendment to be executed by its respective authorized officer, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: Tony McDonald
Its: Administrator
Date: _____

PROJECT PT
a South Carolina limited liability company

By: _____
Name: _____
Its: _____
Date: _____

COMPANY
a South Carolina corporation

By: _____
Name: _____
Its: _____
Date: _____

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Richland County Council Request of Action

Subject

Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and among Richland County, South Carolina, a sponsor and a sponsor affiliate collectively known as Project Sweetbay, to provide for a Fee-in-Lieu of ad valorem taxes; and other related matters **[PAGES 439-474]**

Notes

First Reading: June 18, 2013

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF
TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH
CAROLINA AND PROJECT SWEETBAY, AS SPONSOR, TO PROVIDE FOR A
FEE-IN-LIEU OF AD VALOREM TAXES; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 of the Code (“Act”), (i) to promote the economic development of the County and surrounding areas by inducing investors to locate new and expand existing industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens, and (ii) to enter into agreements with such investors pursuant to which investors will make and the County will accept negotiated fee in lieu of *ad valorem* tax (“FILOT”) payments with respect to such Economic Development Property; and

WHEREAS, [Project Sweetbay] (collectively, “Companies”) plan a significant investment within the jurisdiction of the County through the construction of a distribution facility and the equipping and furnishing thereof (“Project”), and the Companies anticipate that, should the Project proceed as planned, they will collectively invest within the County approximately \$18,519,600 in Economic Development Property in connection with the Project; and

WHEREAS, by Resolution dated July 2, 2013, the County (i) determined that the Project will subserve the purposes of the Act, (ii) determined that the Project constitutes Economic Development Property, (iii) made certain findings pertaining thereto in accordance with the Act; and (iv) agreed to negotiate in good faith a FILOT incentive with the Companies; and

WHEREAS, pursuant to the Act and the Resolution, the County has negotiated a FILOT incentive with the Companies and desires to enter into a FILOT agreement, the form of which is attached as Exhibit A (“Agreement”), which more fully sets forth the terms and conditions of the FILOT incentive, which terms include FILOT payments calculated using an assessment ratio of 6% and a millage rate of 413.6 for a period of 20 years; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into the Agreement with the Companies.

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

Section 1. *Statutory Findings.* The County finds that (i) the Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. *Approval of Incentives.* County Council approves and authorizes the FILOT incentives, the terms and conditions of each are set forth more fully in the Agreement attached as Exhibit

A, and are incorporated in this Ordinance by reference as if the Agreement was set forth in this Ordinance in its entirety.

Section 3. Authorization to Execute and Deliver Fee Agreement. County Council authorizes the Chairman of County Council (“Chairman”), or the Vice-Chairman of County Council (“Vice-Chairman”) in the absence of the Chairman, to execute the Fee Agreement, in the name of and on behalf of the County, subject to any revisions not materially adverse to the County as may be approved by the County Administrator following receipt of advice from counsel to the County, and the Clerk to County Council is authorized and directed to attest the Fee Agreement; and the Chairman is further authorized and directed to deliver the Fee Agreement to the Companies.

Section 4. Further Assurances. County Council authorizes the Chairman, or the Vice-Chairman in the absence of the Chairman, the County Administrator and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chairman, County Administrator or Clerk to Council, as appropriate, to take whatever further action and to execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance.

Section 5. Savings Clause. If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions are not affected.

Section 6. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

RICHLAND COUNTY COUNCIL

(SEAL)

By: _____
Name: Kelvin Washington
Title: Chairman County Council

ATTEST:

Name: Michelle Onley
Title: Clerk of County Council

Richland County, South Carolina

Introduction: June 18, 2013

Second Reading: July 2, 2013

M: _____ S: _____

Public Hearing: July 16, 2013

Third Reading: July 16, 2013

M: _____ S: _____

Publication: _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk of County Council, Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval by the County Council at its meetings of June 18, 2013, July 2, 2013, and July 16, 2013, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Name: Michelle Onley
Title: Clerk of County Council

Richland County, South Carolina

Dated: July 16, 2013

2nd Reading Draft

FEE IN LIEU OF TAX AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

and

Dated as of July 16, 2013

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FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this “**Agreement**”), dated as of July 16, 2013, between RICHLAND COUNTY, SOUTH CAROLINA (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, _____, a corporation organized and existing under the laws of the State of Delaware (the “**Sponsor**”), and _____, a Delaware limited liability company (the “**Sponsor Affiliate**” and collectively, the “**Companies**”);

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “**Council**”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the “**Code**”), particularly Title 12, Chapter 44 thereof (the “**Act**”), and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“**Economic Development Property**”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens, to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax (“**FILOT**”) payments with respect to such Economic Development Property; and

WHEREAS, the Companies plan a significant investment within the jurisdiction of the County through the construction of a distribution facility and the equipping and furnishing thereof (the “**Project**”), and the Companies anticipate that, should the Project proceed as planned, they will collectively invest within the County approximately \$18,519,600 in Economic Development Property in connection with the Project; and

WHEREAS, (i) the County has determined that the Project will subserve the purposes of the Act, (ii) the County has determined that the Project constitutes Economic Development Property, and (iii) the County has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Companies to locate the Project in the County, the County adopted a Resolution on July 2, 2013, pursuant to which the County agreed to negotiate in good faith a FILOT agreement, subject to approval by ordinance of the County Council; and

WHEREAS, the County authorized the foregoing actions to be taken for the benefit of the Companies, and ratified all prior actions taken with respect to the Project (including the inducement documents in the name of “Project Sweetbay”) pursuant to an Ordinance enacted on July 16, 2013; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Companies subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the investment to be created by the Companies which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Companies to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

[**Article I** follows on next page]

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Act*” shall mean, Chapter 44 of Title 12 of the Code of Laws of South Carolina, 1976, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys’ fees; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Sponsor shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred and that the County shall have furnished to the Sponsor an invoice or itemized statement of all expenses incurred; and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Agreement*” shall mean this Fee in Lieu of Tax Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“*Co-Investor*” shall mean any “sponsor” or “sponsor affiliate” within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Corporate Affiliate of the Companies, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising part of the Project, any financing entity or other third party investing in or providing funds for the Project. The Companies shall notify the County in writing of the identity of any Co-Investor and shall, to the extent the Companies and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 8.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. The Companies have not identified any sponsor, sponsor affiliate or other Co-Investor as of the date of execution and delivery of this Agreement.

“*Companies*” shall mean, collectively, the Sponsor, the Sponsor Affiliate, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under **Sections 7.02 or 8.01** hereof or any other assignee hereunder which is approved by the County.

“*Corporate Affiliate*” shall mean any corporation, limited liability company, partnership, or other Person or entity which owns all or part of either of the Companies or which is owned in whole or in part by either of the Companies or by any partner, shareholder, or owner of the Companies.

“*County*” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, excluding specifically any Non-Qualifying Property.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 10.01** hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Companies during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of either of the Companies during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Companies invest, or cause to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Code.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payments*” or “*FILOT Revenues*” shall mean the payments to be made by the Companies pursuant to **Section 5.01** hereof.

“*Investment Period*” shall mean the period for completion of the Project, which shall be equal to the Statutory Investment Period unless hereinafter extended by Resolution of the Council, all determined as specified in Section 12-44-30(13) of the Code.

“*Land*” shall mean the land upon which the Project would be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean the FILOT Payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of

Economic Development Property which qualifies pursuant to the Act for the assessment ratio and negotiated millage rate described in **Section 5.01(b)(i)** hereof.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which is placed in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Act, including without limitation property as to which the Negotiated FILOT has been terminated pursuant to **Section 4.03(a)(ii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements constructed thereon; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Companies for use on or about the Land; and (iii) any Replacement Property; provided, however, that, except as to the Land and any Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service by the end of the Investment Period, and the term Project shall be deemed to exclude any Existing Property or other Non-Qualifying Property.

“*Project Commitment*” shall mean an investment of at least Eighteen Million Five Hundred Nineteen Thousand Six Hundred and No/100 Dollars (\$18,519,600.00) in Economic Development Property at the Project.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of each Company.

“*Released Property*” shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Companies pursuant to **Section 4.03** hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Companies dedicate to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any Released Property, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Code.

“*State*” shall mean the State of South Carolina.

“*Statutory Investment Period*” shall mean the period commencing on the date of the first expenditures with respect to the Project and ending five (5) years after the end of the Property Tax Year in which the initial phase of the Project is placed in service, all as specified in Section 12-44-30(13) of the Code. For illustrative purposes, if the initial phase of the Project should be

placed in service in the Property Tax Year ending on December 31, 2014, the end of the Statutory Investment Period would be December 31, 2019.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 9.01** hereof.

Section 1.02 References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

[End of **Article I**]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the undersigned representatives of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any South Carolina court or before any South Carolina governmental authority or arbitration board or tribunal, any of which to the best knowledge of the undersigned representatives of the County could materially adversely affect this Agreement or which could adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02 Representations and Warranties by the Companies.

(a) The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(i) The Sponsor is a corporation validly existing and in good standing under the laws of the State of Delaware; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The fiscal year end

of the Sponsor is December 31 of each year, and the Sponsor will notify the County of any changes in the fiscal year of the Sponsor.

(ii) If the Sponsor elects to go forward with the Project, the Sponsor, the Sponsor Affiliate, and/or one or more Corporate Affiliates will be entitled to all the rights and benefits provided hereunder.

(iii) The agreements with the County with respect to the FILOT were factors in inducing the Sponsor to consider locating the Project within the County and the State.

(iv) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Sponsor are pending or threatened against or affecting the Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

(b) The Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(i) The Sponsor Affiliate is a limited liability company validly existing and in good standing under the laws of the State of Delaware; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The fiscal year end of the Sponsor Affiliate is _____ of each year, and the Sponsor Affiliate will notify the County of any changes in the fiscal year of the Sponsor Affiliate.

(ii) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Sponsor Affiliate are pending or threatened against or affecting the Sponsor Affiliate in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

[End of **Article II**]

ARTICLE III

CERTAIN UNDERTAKINGS OF THE COUNTY

Section 3.01 Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated. The County makes no warranty, either express or implied, as to the title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the purposes or needs of the Companies.

Section 3.02 Related Undertakings.

(a) The County hereby agrees to use its best efforts to pursue and assist the Companies in pursuing the maximum amount of grant funds possible for construction of infrastructure which is reasonably required in connection with the Project, without any commitment, whatsoever, on the part of the County that any such grant funds will be available. Further, the County shall render customary assistance to the Companies in obtaining necessary permits required for the Project.

(b) The County, at its sole expense, has or will conduct a traffic study of this intersection in connection with the Project. Subject to approval of the South Carolina Department of Transportation of the plans for the same, the County will expend up to a maximum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) for (i) the installation of a traffic signal at the intersection of Pineview Road Extension and American Italian Way, which shall be completed within 6 months of issuance of a certificate of occupancy for the Project; and (ii) any road improvements required as a result of the increased traffic requirements of the Project. The funding commitment made in this section shall be comprised solely of funds provided by third parties other than the Companies.

(c) The County will employ its Expedited Review Process for all phases of the review and approval of the plans and specifications for the Project.

[End of **Article III**]

ARTICLE IV

INVESTMENT BY THE COMPANIES IN THE PROJECT; MAINTENANCE AND MODIFICATION

Section 4.01 Acquisition and Development of Project.

(a) The Companies agree that in order to fully qualify for the benefits of this Agreement they must acquire and/or develop, or cause to be acquired and/or be developed, the Project, as the same shall be determined from time to time by the Sponsor in its sole discretion and to expend or cause to be expended upon the cost of the Project not less than the Project Commitment by the end of the Investment Period; provided, however, that the benefits provided to the Company under this Agreement shall be subject to adjustment or termination as provided in **Section 5.01** hereof if the aggregate investment in the Project does not reach the levels specified therein. As required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered.

(b) Expenditures by Co-Investors shall, together with expenditures by the Companies, count towards all investment requirements set forth in this Agreement. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Companies and any Co-Investor(s) pertaining to the Project and filed with respect to each Property Tax Year during the Investment Period.

(c) To encourage the Companies to increase its investment in the Project, if the investment in the Project reaches at least the Project Commitment by the end of the Statutory Investment Period and the Sponsor commits to additional investment in the Project, upon written request from the Sponsor, the County, acting by Resolution, will consider extension of the period for completion of the Project for up to an additional five years (the “**Extended Investment Period**”) (such Statutory Investment Period or Extended Investment Period, as the case may be, referred to herein as the “**Investment Period**”).

(d) Title to the Project shall remain in either or both of the Companies and/or their respective designated Co-Investor(s) throughout the Term of this Agreement, and the Companies and any such Co-Investor shall have full right to mortgage or otherwise encumber the Project in connection with any financing transactions deemed suitable by the Companies.

Section 4.02 Maintenance of Project. During the Term of this Agreement, and subject to the rights of the Companies under **Section 4.03** hereof, the Companies, at their own expense, will keep and maintain the Project in good operating condition.

Section 4.03 Modification of Project.

(a) As long as no Event of Default exists hereunder, the Companies shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Companies may during the Investment Period, at their own expense, add all such real and personal property as the Companies in their discretion deem useful or desirable to the Economic Development Property qualifying for the Negotiated FILOT under **Section 5.01** hereof without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 8.01** hereof with respect to Economic Development Property, in any instance where the Companies in their discretion determine that any items included in the Project, including any Economic Development Property and any portion of the Land, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Companies may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Companies may, at any time and in their discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of their operations in the County, and thereafter such property will be subject to *ad valorem* taxes.

(b) If the Companies sell, lease, or otherwise dispose of any portion of, the Land to a third party that is not a Co-Investor, the Companies shall deliver to the County, within thirty (30) days thereafter, a new **Exhibit A** to this Agreement. If the Companies add any real property to the Land, the Companies shall deliver to the County, within thirty (30) days thereafter, a new **Exhibit A** to this Agreement.

(c) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

(d) No release of Project Property effected under the provisions of this Agreement shall entitle the Companies to any abatement or diminution of the amounts payable by the Companies hereunder except the FILOT payment as specified in **Section 5.01**.

[End of **Article IV**]

ARTICLE V

FILOT PAYMENTS

Section 5.01 FILOT Payments.

(a) In accordance with the Act, the parties hereby agree that, during the Term hereof, there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Sponsor, the Sponsor Affiliate, or any Co-Investor(s), a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. If the Companies designate any Co-Investor(s) pursuant to **Section 8.02** hereof, the Companies must notify the County in writing at the time of such designation as to whether the Sponsor, the Sponsor Affiliate or such Co-Investor(s) shall be primarily liable for the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, each of the Companies shall be primarily liable for all FILOT Payments and other obligations due hereunder with respect to Economic Development Property owned by such Company; provided, however, that the County acknowledges that, as between the Companies, the satisfaction of the obligations of the Companies set forth in this section (including any FILOT Payments) may be subject to a separate agreement between the Companies and, therefore, the County agrees that it will accept the performance of the obligations of the Companies set forth in this **Article V** from either or both of the Companies, as set forth in such separate agreement.

(b) The Companies elect to calculate the Negotiated FILOT Payments in accordance with Section 12-44-50(A)(1)(b)(i) of the Code, and, subject to adjustment pursuant to paragraph (j) below for failure to meet or maintain the certain investment levels or achieve the Project Commitment and to adjustment pursuant to the other provisions of this **Section 5.01**, in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property, the annual Negotiated FILOT Payments shall be payable for a consecutive period of up to twenty (20) years. Accordingly, if such Economic Development Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a consecutive period of twenty (20) years, up to an aggregate of twenty-five (25) years or, if the Investment Period is extended to the Extended Investment Period, up to an aggregate of thirty (30) years.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 413.6, which is the millage rate applicable in the County as of June 30, 2012 for the particular taxing district in which the Land is located, fixed for the entire term of this Agreement irrespective of any future annexation activity; and (3) the fair market value of such Economic Development Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm's length construction or acquisition, uses the original

income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence) as determined by the Department of Revenue.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT, the Economic Development Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Companies dispose of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 4.03(a)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the value of the Project or such portion thereof;

(iii) to increase such payments in the event the Companies add any Economic Development Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Companies elects to convert any portion of the Economic Development Property from the Negotiated FILOT to *ad valorem* taxes, as permitted by **Section 4.03(a)(iii)**.

(d) Upon installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not need to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for

Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the twenty (20) year period applicable to the Released Property.

(ii) The Companies shall maintain records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the Released Property.

(e) In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes and that, to the extent permitted by law, the Companies shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Companies were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “**Deficiency Payment**”).

(f) If the Companies fail to invest at least Five Million and No/100 Dollars (\$5,000,000.00) in the Project within the Statutory Investment Period, this Agreement shall be terminated retroactively. In such case, the Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable within ninety (90) days of written notice from the County to the Companies of such Deficiency Payment.

(g) If the Company fails to meet the Project Commitment within the Statutory Investment Period, the County reserves the right to terminate this Agreement prospectively as of the date of the expiration of the Statutory Investment Period. In such case the Project shall revert to *ad valorem* taxation as of the date of the expiration of the Statutory Investment Period, but the Company shall not be required to make any Deficiency Payment with respect to the Negotiated FILOT Payments made during the Statutory Investment Period.

(h) If at any time after the expiration of the Statutory Investment Period, the Companies fail to maintain investment in the Project at the level of Five Million and No/100 Dollars (\$5,000,000.00) (without regard to depreciation), then this Agreement shall terminate prospectively as of the Property Tax Year in which the investment level falls below Five Million and No/100 Dollars (\$5,000,000.00).

(i) In accordance with the provisions of **Sections 4.01(b)** and **8.02** hereof except for Existing Property, the fair market value of all property utilized by the Companies at the Project site, whether owned by either of the Companies outright or utilized by the Companies pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(j) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the Companies of notice that there has been a final determination by the County that such a Deficiency Payment or other retroactive payment is due.

[End of **Article V**]

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANIES

Section 6.01 Payment of Administration Expenses. Within thirty (30) days after receipt of an invoice, the Companies will pay the County's attorneys' fees incurred to date in connection with the negotiation and documentation of this Agreement in an amount not to exceed \$5,000. Thereafter, the Companies will reimburse the County from time to time for its Administration Expenses, including attorneys' fees, promptly upon written request therefor. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 6.02 Indemnification.

(a) Except as provided in paragraph (b) below, the Companies shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (the "**Indemnified Parties**") harmless against and from all claims by or on behalf of any Person arising from the County's performance of its obligations under this Agreement. If such claim shall be made against any Indemnified Party, then subject to the provisions of paragraph (b) below, the Companies shall defend them in any such action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Companies shall not be required to indemnify any Person against any claim or liability (i) occasioned by acts of such Person which are unrelated to the performance of the County's obligations hereunder; (ii) resulting from such Person's own negligence, bad faith, fraud, deceit or willful misconduct; (iii) for which the Companies were not given the reasonable opportunity to contest; or (iv) to the extent such claim or liability is covered by insurance pertaining to the loss sustained. An Indemnified Party may not avail itself of the indemnification provided in this **Section 6.02** unless it provides the Companies with prompt notice of the existence or threat of any such claim or liability, including without limitation copies of any citations, orders, fines, charges, remediation requests or other claims or threats of claims, in order to afford the Companies reasonable time in which to defend against such claim. Upon such notice, the Companies shall resist or defend against any such claim, action or proceeding at its expense, using counsel of its choice. The Companies shall be entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Parties; provided that the Companies shall not be entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of such Indemnified Party. To the extent that any Indemnified Party desires to use separate counsel for any reason other than a conflict of interest, such Indemnified Party shall be responsible for its independent legal fees.

Section 6.03 Defaulted Payments. In the event the Companies should fail to make any of the payments required under this Agreement, the item or installment so in default shall

continue as an obligation of the Companies until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Companies agree to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 6.04 Satisfaction of Payment/Indemnification Obligations. The County acknowledges that, as between the Companies, the satisfaction of the obligations of the Companies set forth in this Article is subject to a separate agreement between the Companies. The County agrees that it will accept the performance of the obligations of the Companies set forth in this **Article VI** from either or both of the Companies, as set forth in such separate agreement.

[End of **Article VI**]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Use of Project for Lawful Activities. During the Term of this Agreement, the Companies may use the Project for any lawful purpose authorized pursuant to the Act.

Section 7.02 Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Companies covenant that they will maintain their respective separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of their respective property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property (except, in either case, where the resulting, surviving, or transferee entity is either of the Companies or a Corporate Affiliate of either of the Companies, as to which such consolidation, merger, or transfer the County hereby consents). The resulting, surviving or transferee entity, if not either of the Companies, shall, within sixty (60) days following any such merger, consolidation or transfer, provide the County with written notification of such event together with a copy of the written instrument by which such resulting, surviving, or transferee entity has assumed the rights and obligations of either Company under this Agreement. The Companies acknowledge that, except as permitted herein, transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Companies with the applicable transfer provisions of the Act.

Section 7.03 Records and Reports. The Companies agree to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which are placed in service in each Property Tax Year during the Investment Period, the amount of investment in the Project, and computations of all Negotiated FILOT Payments, and to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "**Filings**"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the code for a recapitulation of the terms of this Agreement. Specifically, the Companies shall provide the following:

(a) Each year during the Term hereof, the Companies shall deliver to the County Administrator, Economic Development Director, County Auditor, and the County Assessor a copy of the most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Companies shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Administrator, County Auditor, and the County Assessor of the County and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate. Notwithstanding any other provision of this Section, the Companies may, by clear, written designation,

conspicuously marked, designate with respect to any filings delivered to the County segments thereof that the Companies believe contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Companies with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Companies.

(c) The Companies shall also provide annually the information required by the Resolution adopted by the County Council on December 21, 2010, a copy of which is attached hereto as **Exhibit C**.

(d) To the extent permitted by applicable, law, the Companies may, by separate agreement, allocate between them the reporting requirements set forth in this Article, including without limitation the obligation to make the required Filings, and the County hereby agrees to accept performance of such obligations by either or both of the Companies as set forth in such separate agreement.

[End of **Article VII**]

ARTICLE VIII

CONVEYANCES; ASSIGNMENTS; SPONSORS AND SPONSOR AFFILIATES

Section 8.01 Conveyance of Liens and Interests; Assignment. The Companies may at any time (a) transfer all or any rights and interests of either Company hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to either of the Companies or any of their Corporate Affiliates or operates such assets for the Companies or any of their Corporate Affiliates or is leasing such Economic Development Property in question from the Companies or any of their Corporate Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to a Corporate Affiliate of either of the Companies, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Companies shall first obtain the written consent of the County; (ii) except where a financing entity which is the income tax owner of all or part of the Economic Development Property, is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the applicable Company hereunder, or where the County consents in writing or where the transfer relates to Released Property pursuant to **Section 4.03** hereof, no such transfer shall affect or reduce any of the obligations of the Companies hereunder; (iii) to the extent that the transferee or financing entity shall become obligated to pay make Negotiated FILOT Payments hereunder, the transferee shall assume the then current basis of the applicable Company (or other income tax owner) in the Economic Development Property transferred; (iv) the Companies, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Companies and the transferee shall comply with all other requirements of the applicable transfer provisions of the Act.

The Companies acknowledges that such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Companies with the applicable transfer provisions of the Act.

Section 8.02 Sponsors and Sponsor Affiliates. The County hereby authorizes the Companies to designate from time to time “sponsors” or “sponsor affiliates” pursuant to the provisions of Sections 12-44-30(18) or (19), respectively, and Section 12-44-130 of the Code, which “sponsors” or “sponsor affiliates” shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Corporate Affiliates of the Companies or other Persons described in **Section 8.01(b)** hereof. All

other “sponsors” or “sponsor affiliates” who otherwise meet the requirements of Sections 12-44-30(18) or (19) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a “sponsor” or “sponsor affiliate” invests an amount equal to or greater than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) prior to the end of the Statutory Investment Period, the investment by such “sponsor” or “sponsor affiliate” shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof in accordance with Section 12-44-30(18) of the Code. The Companies shall provide the County and the Department of Revenue with written notice of any such “sponsor” or “sponsor affiliate” so designated within ninety (90) days after the end of the calendar year during which any such “sponsor” or “sponsor affiliate” has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Code.

[End of **Article VIII**]

ARTICLE IX

TERM; TERMINATION

Section 9.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 9.02 Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Companies may, at their option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for such retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes and the County's rights owing hereunder at the time of such termination shall survive any such termination. The County may unilaterally terminate this Agreement if the Companies or any approved assignees of this Agreement ceases operations at the Project.

[End of **Article IX**]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default by the Companies. Any one or more of the following events (herein called an “**Event of Default**”, or collectively “**Events of Default**”) shall constitute an Event of Default by the Companies:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Companies in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Companies written notice of such default; provided, the County may, in its discretion, grant the Companies a longer period of time as necessary to cure such default if the Companies proceed with due diligence to cure such default; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Companies have contested the occurrence of such default; or

(c) if the Companies cease the operation of the Project for a continuous period of 180 days.

The failure by the Companies to meet the Project Commitment or any other investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Companies to make certain additional payments to the County, all as set forth in **Sections 3.03, 4.01** and **5.01** hereof.

Section 10.02 Remedies on Event of Default by the Companies. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Companies not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 7.03** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce FILOT Payment obligations of the Companies hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments.

Section 10.03 Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; and third, to pay the Negotiated FILOT in accordance with **Section 5.01** hereof.

Section 10.04 Default by the County. Upon the default of the County in the performance of any of its obligations hereunder, the Companies may take whatever action at law or in equity as may appear necessary or desirable to enforce their rights under this Agreement, including without limitation a suit for mandamus or specific performance.

[End of **Article X**]

ARTICLE XI

MISCELLANEOUS

Section 11.01 Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Companies of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers, or remedies.

Section 11.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 8.02** hereof and their respective successors and assigns as permitted hereunder.

Section 11.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Attn.: Economic Development Director

(b) with a copy (which shall not constitute notice) to:

Ray E. Jones, Esquire
Parker Poe Adams & Bernstein LLP
Post Office Box 1509
Columbia, South Carolina 29202-1509
Phone: 803-253-8917
Fax: 803-255-8017
Email: rayjones@parkerpoe.com

Larry Smith, Esquire
County Attorney
Richland County
2020 Hampton Street
Columbia, South Carolina 29204

(c) As to the Sponsor:

Bo Segers, Associate General Counsel
Mars Petcare US, Inc.
315 Cool Springs Boulevard
Franklin, Tennessee 37067
Phone: 615-807-4502

(d) with a copy (which shall not constitute notice) to:

J. Matthew Trent, Esquire
Womble Carlyle Sandridge & Rice, PLLC
Post Office Box 10208
Greenville, South Carolina 29603-0208
Phone: 864-255-5403
Fax: 864-255-5483
Email: mtrent@wcsr.com

And

Bo Segers, Associate General Counsel
Mars Petcare US, Inc.
315 Cool Springs Boulevard
Franklin, Tennessee 37067
Phone: 615-807-4502
Fax: N/A
Email: bo.segers@effem.com

(e) As to the Sponsor Affiliate:

(f) with a copy (which shall not constitute notice) to:

Section 11.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 11.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and no party hereto has made or shall be

bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 11.06 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 11.07 Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 11.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11.09 Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 11.10 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 11.11 Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County Administrator and/or County Auditor without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 11.12 Limited Obligation of the County with Respect to Project. THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

[End of **Article XI**]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Sr., Chair of County
Council
Richland County, South Carolina

[SEAL]

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

Date: _____, 2013

THE SPONSOR

By: _____
Name: _____
Its: _____

THE SPONSOR AFFILIATE

By: _____
Name: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION

TAX PARCEL R19000-05-07

Richland County Council Request of Action

Subject

Sunnyside Drainage Ditch Capital Improvement Project Right of Way Purchase and Transfer **[PAGES 475-478]**

Notes

June 25, 2013 - The Committee approved the recommendation that Council approve the purchase of four Right of Way (ROW) acquisitions in the amount of \$6,555.00 for the purpose of construction of Sunnyside drainage ditch (Orphanage Branch) capital improvement project. It is also being requested to approve for the transfer of the purchased ROW to South Carolina Department of Transportation (SCDOT) once the project stands complete for future maintenance.

Richland County Council Request of Action

Subject: Sunnyside Drainage Ditch Capital Improvement Project Right of Way Purchase and Transfer

A. Purpose

County Council is requested to approve the purchase for four Right of Way (ROW) acquisitions in the amount of \$6,555.00 for the purpose of construction of Sunnyside drainage ditch (Orphanage Branch) capital improvement project. It is also being requested to approve for the transfer of the purchased ROW to South Carolina Department of Transportation (SCDOT) once the project stands complete for future maintenance.

B. Background / Discussion

Richland County Council Regular Session dated February 21, 2012 the Sunnyside Drainage Ditch Capital Improvements Project Right-of-Way Purchase and Transfer – Mr. Pearce Moved, Second by Mr. Jackson, to defer until staff is ready to bring item back. The vote in favor was unanimous. Richland County staff is ready to bring this item back to Council.

The Sunnyside Drainage Ditch Capital Improvement Project is being implemented by Richland County to address erosion, flooding, and water quality concerns along an existing drainage channel in the Forest Acres community. It is to be noted that City of Forest Acres has an inter-governmental agreement with Richland County, as a co-permittee, for County to implement stormwater services to the City. The project extends from the beginning of a drainage ditch near Eastminster Drive and continues downstream to the Sunnyside Drive culvert crossing. The channel, sometimes referred to as Orphanage Branch, is located at the rear of several residential properties along Sunnyside Drive, Eastminster Drive, and Grace Hill Drive. Sections of the drainage channel are experiencing bank erosion as a result of flow velocities. Flooding is a concern upstream of the existing Sunnyside Drive pipe crossings.

In an effort to improve the existing erosion and flooding conditions, construction of multiple best management practices is being proposed:

- The existing pipe crossing at Sunnyside Drive shall be replaced with a culvert. The culvert replacement will provide for additional flow capacity and reduce upstream flooding along the drainage channel.
- Stream enhancement and stabilization BMPs shall be constructed in the upstream portions of the drainage channel. The stream enhancement structures consist of a series of cross vanes. Cross vanes are structures constructed from rock, designed to improve environmental conditions, by reducing flow velocities and providing a series of pool areas along the stream. The placement of the cross vane structures will reduce stream velocity for areas downstream in the drainage channel. The reduction in stream velocity will reduce erosion and improve water quality for downstream areas. The stream stabilization BMPs such as rip rap, rock structures are being proposed so as to prevent future erosion.

For replacing the pipe with a culvert, four (4) ROW acquisitions as shown in Table 1 are needed. More details on ROW widths, metes and bounds, and construction details are identified and are discussed on the construction plans. The proposed upstream construction requires the establishment of a 20' permanent easement with an additional 10' temporary construction easement along properties adjacent to the stream (lesser widths in areas where feasible). All the required ROW acquisitions were presented to the citizens, negotiated, deeds prepared and ready for execution upon Council's approval. However, there is uncertainty in obtaining all the necessary easements for the project and is not complete. The easement structure will be presented to Council at a different time upon completion and finalization.

Table 1. Sunnyside Project ROW Acquisitions			
Name	Physical Address	Tax Map Number	Amount (\$)
G. Ramon Aycock	3146 Grace Hill Rd, Columbia SC 29204	R13904-09-06	\$2,025.00
William Coleman	1400 Sunnyside Drive, Columbia, SC 29204	R13908-04-34	\$3,730.00
The Rescue Orphanage n/k/a Carolina Children's Home	3303 Maiden Lane, Columbia, SC 29204	R13907-01-01	\$0.00
Joseph F. Kligman & Vanessa Brill Kligman	1343 Sunnyside Drive, Columbia, SC 29204	R13904-09-08	\$800.00
		Total	\$6,555.00

The said funds were budgeted and are available in Stormwater Management budget. It is being requested through Council's request of action to approve the acquisition of ROW's on said properties so that Stormwater Management can move forward with the project in conjunction with for larger benefit of the region. Once the project is completed it is our intention to transfer the acquired ROW to SCDOT for future maintenance. SCDOT is in general agreement with the transfer and the logistics associated will be worked out upon Council's approval on the request.

C. Legislative – Chronological History

This is a staff-initiated request, therefore, is no legislative history.

D. Financial Impact

The current engineer's estimated construction cost for the project is \$619,976.34 excluding design and ROW acquisition costs. A total of \$815,000.00 was budgeted for the Sunnyside project and funds are available in Stormwater Management budget. The project costs, at this time, are within the estimated amount and there is no additional financial impact associated with the request. The Public Work's Stormwater Management has entire funding available for this project in its FY12 adjusted budget. The project scope has been reduced because of the inability to obtain upstream easements from private property owners. The amount budgeted will remain the same until the engineer provides the reduced cost estimate.

E. Alternatives

- 1. Approve the request in full, and exactly as presented by the Department of Public Works.
Reason: For successful implementation of capital improvement project, improving water quality in the region and larger benefit of Community.
- 2. Do not approve the recommendations, and send it back to the Department of Public Works.
Consequences: there will be no ROW acquisition thereby culvert replacement in jeopardy.

F. Recommendation

It is recommended that Council approve purchase of four Right of Way (ROW) acquisitions on properties located at 3146 Grace Hill Rd (TMS#R13904-09-06), 1400 Sunnyside Drive (TMS#R13908-04-34), 3303 Maiden Lane (TMS#R13907-01-01), and 1343 Sunnyside Drive(TMS#R13904-09-08) for County to be able to perform Sunnyside drainage improvement project so as to improve drainage and water quality in the region. It is also being recommended to approve the transfer of the purchased ROW to South Carolina Department of Transportation once the project stands complete for future maintenance.

Recommended by: David Hoops Department: Public Works Date: 05/06/13

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 5/7/13
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 5/7/13
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation: Policy decision left to Council’s discretion. Staff/Admin has been informed that something in writing is needed from SCDOT to insure that they will maintain the ROW’s after completion.

Administration

Reviewed by: Sparty Hammett Date: 5/7/13
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation: The SCDOT has indicated that they will accept the right-of-way and retain maintenance responsibility.

Richland County Council Request of Action

Subject

Review Priority Investment Areas in Council District One [**PAGES 479-482**]

Notes

June 25, 2013 - A motion was approved to accept staff's recommendation to defer this item until the Comprehensive Plan has been updated so all districts can be included in the review of Priority Investment Areas and considered in their restructuring.

Richland County Council Request of Action

Subject: Review Priority Investment Areas in Council District One

A. Purpose

County Council is requested to direct staff to review the Priority Investment Areas in Council District One and consider their restructuring.

B. Background / Discussion

Priority Investment Areas (PIA's) were created in the County's Comprehensive Plan, as provided by Chapter 29 South Carolina Local Government Comprehensive Planning Enabling Act of 1994, specifically as follows:

SECTION 6 29 510. Planning process; elements; comprehensive plan.

(D) A local comprehensive plan must include, but not be limited to, the following planning elements:

9) a priority investment element that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies.

For the purposes of this item, “adjacent and relevant jurisdictions and agencies” means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project. For the purposes of this item, “coordination” means written notification by the local planning commission or its staff to adjacent and relevant jurisdictions and agencies of the proposed projects and the opportunity for adjacent and relevant jurisdictions and agencies to provide comment to the planning commission or its staff concerning the proposed projects. Failure of the planning commission or its staff to identify or notify an adjacent or relevant jurisdiction or agency does not invalidate the local comprehensive plan and does not give rise to a civil cause of action.

The County's PIA's were identified using the following two guidelines:

- by using a general radius around an intersection or highway interchange
- by analyzing developable parcels, planned or permitted projects, utilizing census information and proximity/access to water and sewer.

The County's Comprehensive Plan identifies thirteen priority investment areas in the Future Land Use Map (see the Land Use Element of the County’s Comprehensive Plan). These areas indicate where growth should be concentrated enabling a mix of housing types and costs, a variety of uses, pedestrian-friendly design, and the inclusion of open space. Capital projects

identified in this Element should be scheduled supporting initiatives in the priority investment areas.

Modifying the PIA's in any way would be considered an amendment to the adopted Comprehensive Plan and require the following steps must be taken in accord with S.C. Code § 6-29-520 and § 6-29-530.

1. Resolution. By majority vote, the planning commission must adopt a resolution recommending the plan or element to the governing body for adoption. The resolution must refer explicitly to maps and other descriptive material intended by the commission to form the recommended plan.

2. Minutes. The resolution must be recorded in the planning commission's official minutes.

3. Recommendation. A copy of the recommended comprehensive plan or element must be sent to the local governing body being requested to adopt the plan. In addition, a copy must be sent to all other legislative or administrative agencies affected by the plan.

4. Hearing. Before adopting the recommended plan, the governing body must hold a public hearing after publishing at least 30 days notice of the time and place of the hearing in a general circulation newspaper in the community.

5. Ordinance. The governing body must adopt the comprehensive plan or element by Ordinance per S.C. Code § 6-29-530. The governing body cannot approve the plan on final reading of the ordinance until the planning commission has recommended the plan.

C. Legislative / Chronological History

On April 16, 2013, Council approved a motion sponsored by the Honorable Bill Malinowski as follows:

“Staff is requested to review with Councilman Malinowski the Priority Investment Areas (PIA's) in Richland County, District 1, and consider their restructuring. The current PIA's came about through some type of staff creative writing with no input from the council member representing the area nor the citizens. While there are areas that can be considered for the use if PIA application it needs to be done on a more selective basis and not on random generalizations as was previously done.”

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to direct staff to review the Priority Investment Areas in Council District One.
2. Do not approve the request to direct staff to review the Priority Investment Areas in Council District One.

F. Recommendation

Recommended by: Honorable Bill Malinowski Department: County Council Date: 4/22/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Recommend Council approval

Comments regarding recommendation:

Request is for direction and based on no financial impact

Planning

Reviewed by: Tracy Hegler

Date: 5/7/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is an activity that the Planning Department would undertake as part of the update to certain elements of the Comprehensive Plan, as directed by Council during the 2013 retreat. Every single amendment to the Comprehensive Plan will require public hearings and adoptions; therefore it may be more efficient to evaluate PIA's on a County-wide level during our regular update process.

Legal

Reviewed by: Elizabeth McLean

Date: 5/8/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 5/22/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

An Ordinance to Amend the Master Agreement Governing the I-77 Corridor Regional Industrial Park to include additional properties **[FIRST READING BY TITLE ONLY] [PAGE 484]**

Notes

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

AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA, TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER RELATED MATTERS.

Richland County Council Request of Action

Subject

Report of the Hospitality Tax Review Committee:

- a. Discussion of Items Referred During Budget Process
- b. Working Definition of Tourist/Tourism
- c. \$44M in Tourism-Related Projects
- d. Review of May 13, 2013 Hospitality Tax Committee Memo
 1. Review Current Hospitality Tax Guidelines
- e. Development of Criteria to Measure Accountability for Oversight Purposes
- f. Feasibility Studies for Proposed Projects

Motion Items Forwarded to the newly created Hospitality Tax Committee during 2nd and 3rd Readings of the FY14 Richland County Budget

- Fund Carolina Sunsplash in the Amount of \$65,000 (Originally sent to the Committee during 2nd Reading, but was voted on and approved in 3rd Reading)
- Fund Olive Branch Network of South Carolina in the amount of \$100,000 (2nd Reading)
- Fund Three Rivers Festival and Fall event TBD in the amount of \$200,000 - Three Rivers Festival = \$100,000, TBT = \$100,000 (\$100,000 for Three Rivers Festival passed at 2nd Reading, but the TBD event was sent to the Committee. During 3rd Reading, \$100,000 was allocated for 3 events including 2 BBQ events and a golf event)
- Add the Township as an Ordinance Agency (2nd Reading)
- Add the Renaissance Foundation as an Ordinance Agency \$200,000 (2nd Reading, 3rd Reading)
- Move that Council appropriate an amount no less than \$100,000 the HTax Non-recurring funds portion of the HTax budget for EdVenture. The final amount to be determined following Council debate on the matter (2nd Reading)
- Encumber \$1.4 million from HTax non-recurring revenue for completion of the Caughman Pond Project in Lower Richland (Originally sent to the Committee during 2nd Reading, but was voted on and approved in 3rd Reading)
- Create a new funding category under Community Promotions to be titled “Special County Promotions”. Place organizations that annually receive additional funding through the motions process out the competitive cycle since Council is providing additional funding for these organizations every year. These organizations would receive base funding each year at the previous FY level with any funding increases based on CPI. The following organizations will be placed: Olive Branch Network of South Carolina, South East Rural Community Outreach (SERCO)

The definition of a tourist as defined in the State’s Hospitality Tax Code, Article 7, Section 6-1-760:

(A) With respect to capital projects and as used in this section, "tourist" means a person who does not reside in but rather enters temporarily, for reasons of recreation or leisure, the jurisdictional boundaries of a municipality for a municipal project or the immediate area of the project for a county project.

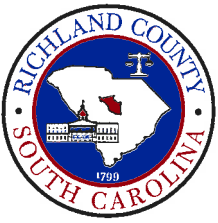
Original 2nd Reading Motion 32 (Washington)

I move that we prepare feasibility and market analysis studies for tourism related projects in the unincorporated areas of Richland County. Reappropriating funds from Hospitality Tax financial restructuring and funds that were intended for the Northeast Sports Complex. There will be total of 6 projects meant to drive tourism to the county and contribute to the Hospitality Sales Tax revenue stream. These new projects consist of the following:

- District 7 = \$12,000,000
- District 10 = \$12,000,000
- District 11 = \$9,000,000
- District 9 = \$5,000,000
- District 2 = \$3,000,000
- District 1 = \$3,000,000

The total for all projects is \$44,000,000 which that amount will be bonded and the debt service will be paid for with Hospitality Tax Revenue. The following amounts will be set aside as dollars necessary to conduct or complete the feasibility and market analysis studies, not to exceed the following amounts:

- District 7 = \$90,000
- District 10 = \$90,000
- District 11 = \$80,000
- District 9 = \$100,000
- District 2 = \$30,000
- District 1 = \$30,000



Memo

May 13, 2013

To: Richland County Council

From: Hospitality Tax Committee

RE: Recommendations for the Hospitality Tax County Promotions Grant Program

Please accept the following recommendations for the County Promotions grant program. After reviewing the applications and making funding recommendations for the FY14 budget year, the Committee offers the following:

- Increase the amount of funds allocated to the County Promotions (and therefore to the H-Tax Committee for awards) line item. In FY14, the H-Tax grant program received 43 applications requesting a combined \$2.1 million. However, the H-Tax Committee was only allocated \$321,650 to make recommendations against requests almost 6 times as large.
- Related, take organizations that annually receive additional funding through the motion process out of the competitive cycle as they are funded each year through a motion during the budget (e.g. SERCO, Sweet Potato Festival). The \$30,000+ funds in Committee recommendations allocated to these organizations could fund other organizations. Council motions and out of cycle funding for projects that have already gone through the grant process could have the unintended effect of undermining the grant process.
- Remove the 25/75% split rule where 25% of the funds are allocated for incorporated programs and 75% are allocated for unincorporated and regional tourism programs. This rule is difficult to work with and Council does not follow this rule when making budget motions.
 - For FY14, 22 applications were received for incorporated programs requesting \$890,935 and \$80,419 was available to allocate for recommendations.
 - On the unincorporated/regional tourism side, 21 applications requesting \$1.2 M were vying for \$241,256.
 - In FY13, County Council allocated an additional \$141,000 in H-Tax funds to incorporated programs through the motion process to organizations who received a Committee recommendation. This number does not include motions provided to organizations that did not apply or programs in the unincorporated areas.
- Allow organizations that operate tourism facilities be allowed to use a portion of H-Tax funds for facility operations and maintenance. An example of this is the Columbia Music Festival Association's ArtSpace that is a venue for cultural and arts organizations. In 2011 Council voted on changes to the H-Tax program that included restricting funds to paying for marketing, promotions, entertainment and public safety. The H-Tax Committee applauds Council for those changes, particularly regarding its renewed emphasis on marketing to attract more non-residents to the County, but we believe some additional and limited flexibility for operations and maintenance for true tourist facilities may be warranted. The true test of these and other changes will be reviewed once final reports are received in July 2013.

Thank you for considering these recommendations.



GUIDELINES FOR RICHLAND COUNTY PROMOTIONS HOSPITALITY TAX FUND FY 2014 (July 1, 2013 – June 30, 2014) Due Date: February 22, 2013

County Promotion Grants are funded through Hospitality Tax (H-Tax) revenues collected in **unincorporated** Richland County as well as incorporated municipal areas of the Town of Irmo which lie in Richland County and the entire incorporated municipal area of the Town of Eastover. These funds may be used for tourism related events and programs in Richland County, with a priority of funding projects in those areas where H-Tax funds are collected. Please pay close attention to grant guidelines as they explain organization and program eligibility as well as funding priorities.

On May 6, 2003, Richland County Council passed an ordinance establishing a two-percent (2%) H-Tax on all prepared food and beverages sold in the unincorporated areas of Richland County. The proceeds from this tax are to be used for the dedicated purpose of promoting tourism in Richland County. The County Promotions program is a competitive grants program that provides H-Tax funds to eligible organizations.

On January 10, 2012, Richland County Council voted to make the following changes to the County Promotions H-Tax program:

1. **Request Additional Information to Determine Tourism Impact, Health of Organization and Capacity of the Organization** - Questions will be added to the H-Tax application that deal with project income, event/program history and community impact.
2. **Maximize the Amount of County Promotion Funds**
 - a) H-Tax funds will be distributed once a year during the budget process. There will not be a second round of applications as in previous years.
 - b) Applicants will provide 50% match in cash or in-kind products/services for their project.
 - c) Eligible expenditures are restricted to the following categories:
 - Advertising/Promotions/Marketing (expenditures needed to get tourist to the event)
 - Security/Emergency Services
 - Entertainment/Speakers/Guest Artist Instructor
3. **Strengthen Measures to Ensure that Organizations are Held Responsible for Spending County Tax Funds** – Statement of assurances will be added to the application.
4. **Edit the Scoring Matrix** – The scoring matrix will be updated to help the H-Tax Committee prepare stronger recommendations for tourism projects.

ALLOCATION REQUIREMENTS

During FY13, Richland County awarded just over \$315,300 in grants through the County Promotions process. The amount available for FY14 grants is subject to change through County's budget process.

June 12, 2009, Richland County Council amended the Hospitality Tax Ordinance to state:

For the amounts distributed under the County Promotions program, funds will be distributed with a goal of seventy-five percent (75%) dedicated to organizations and projects that generate tourism in the unincorporated areas of Richland County and in municipal areas where Hospitality Tax revenues are collected by the county. These shall include:

- a. *Organizations that are physically located in the areas where the county collects Hospitality Tax revenues, provided the organization also sponsors projects or events within those areas;*
- b. *Organizations that are not physically located in the areas where the county collects Hospitality Tax Revenues; however, the organization sponsors projects or events within those areas; and*
- c. *Regional marketing organizations whose primary mission is to bring tourists to the region, including the areas where the county collects Hospitality Tax Revenues.*

25% of County promotions funds will be allocated to organizations and projects in the incorporated areas of Richland County.

COUNTY PROMOTIONS GRANT PROCESS

To be considered for funding, an application must be received by the published funding deadline (February 22, 2013). Once all applications for H-Tax County Promotions Grant funds are received by Richland County and eligibility is verified, they will be forwarded to the Hospitality Tax Advisory Committee for review.

Eligible applicants will be required to deliver a four (4) to five (5) minute **presentation** on their program to the Committee in March. The date will be announced as soon as possible.

The Committee will review and score each application based on the evaluation measures described below. Applications will be ranked based on the scores and the Committee will determine funding recommendations. The Committee will submit its funding recommendations to the county for review by County Council. County Council makes all funding decisions; however, the Council relies heavily on the recommendations of the Committee. Funding of all projects is entirely dependent upon H-Tax funds being received by Richland County.

COUNTY PROMOTIONS GRANT TIMELINE

Request for applications:	January – February 22, 2013
Application due date:	February 22, 2013, 5:00 PM
H-Tax Committee meeting & applicant presentations:	End of March 2013, TBD
County budget process:	April – June 2013
Grant award notifications:	June 2013
Grant Period:	July 1, 2013 – June 30, 2014 (if awarded)
Mid-Year Reports:	Due by January 31, 2014 (if awarded)
Final Reports:	Due by July 31, 2014 (if awarded)

There is only one deadline for H-Tax grants for FY14.

ORGANIZATION ELIGIBILITY REQUIREMENTS

- Applicant organizations must have been in existence for at least one (1) year prior to requesting funds and provide their federal employer identification number as registered with the IRS.
- Applicants must provide proof of their non-profit status and fall into one of the following categories:
 - Organizations exempt from federal income tax under Section 501(C)(3) of the Internal Revenue Code and whose primary goal is to attract additional visitors through tourism promotion. The letter of exemption from the Internal Revenue Service must accompany your proposal.
 - Destination Marketing Organizations, which are recognized non-profit organizations charged with the responsibility of marketing tourism for their specific municipalities, counties or regions, such as Chambers of Commerce, Convention and Visitors Bureaus and Regional Tourism Commissions.
- Richland County will not award H-Tax funds to individuals, fraternal organizations, religious organizations, or organizations that support and/or endorse political campaigns.

CRITERIA FOR PROJECT ELIGIBILITY

As required by the Hospitality Tax Ordinance, projects to be funded by Hospitality Tax funds must result in **the attraction of tourists to Richland County.**

Per South Carolina Code of Laws SECTION 6-1-730, projects must fall under one of the following to qualify for H-Tax funds:

- (A) The revenue generated by the hospitality tax must be used exclusively for the following purposes:
- (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
 - (2) tourism-related cultural, recreational, or historic facilities;
 - (3) beach access and re-nourishment;
 - (4) highways, roads, streets, and bridges providing access to tourist destinations;
 - (5) advertisements and promotions related to tourism development; or
 - (6) water and sewer infrastructure to serve tourism-related demand.

(B)(1) In a county in which at least nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, the revenues of the hospitality tax authorized in this article may be used for the operation and maintenance of those items provided in (A)(1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

(2) In a county in which less than nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, an amount not to exceed fifty percent of the revenue in the preceding fiscal year of the local accommodations tax authorized pursuant to this article may be used for the additional purposes provided in item (1) of this subsection. **(Richland County collects less than \$900,000 in A-Tax.)**

Priority will be given to projects that demonstrate a benefit to **unincorporated** Richland County or regional marketing efforts that draw tourists to the area, especially those areas where Richland County collects Hospitality Tax (Unincorporated Richland County, Town of Eastover and the Richland County portions of the Town of Irmo).

If you are not sure if your program or organization is located in incorporated or unincorporated Richland County, please call the Grants Office for assistance at 803.576.2069.

Each application/proposed project will be reviewed individually to determine the potential impact it will have for tourism in unincorporated Richland County.

FUNDING PRIORITIES/ELIGIBLE EXPENDITURES

Priority will be given to projects that:

- Promote dining at restaurants, cafeterias, and other eating and drinking establishments where Richland County collects Hospitality Tax (Unincorporated Richland County, Town of Eastover and the Richland County portions of the Town of Irmo);
- Generate overnight stay in **unincorporated** Richland County's lodging facilities; and
- Promote and highlight **unincorporated** Richland County's historic and cultural venues, recreational facilities and events, and the uniqueness and flavor of the local community.

Funds will be distributed with a goal of **seventy-five percent (75%) dedicated to organizations and projects that generate tourism in the unincorporated areas of Richland County and in municipal areas where Hospitality Tax revenues are collected by the county** (Unincorporated Richland County, Town of Eastover and the Richland County portions of the Town of Irmo). Richland County does not receive H-Tax revenue from incorporated areas.

County Promotions grant funds must be used for tourism related expenses in the following categories only:

- **Advertising/Promotions/Marketing** (including designing, printing, postage for items mailed to attract tourist). At least 70% of marketing expenses must be paid to advertise outside of Richland County.
- **Security/Emergency Services** (Fire Marshalls, police, sheriff deputies, etc.)
- **Entertainment/Speakers/Guest Artist Instructor** - Entertainment expenses should be no more than 50% of the total requested amount of the grant.

Some of the expenditures not eligible are: Rent or venue fees, items given to tourists once they are here (tee shirts, cups, trophies...etc.), insurance or licenses, invoices outside the funding year, salaries (other than previously mentioned), transportation or accommodations, food or beverages, decorations, staging or fencing.

All grant funds must be expended by the recipient organization. Re-granting or sub-granting of funds is not allowed. Expenditures must be consistent with the application budget. Only goods and services that comply with the Hospitality Tax Guidelines and State Law are permitted. Project or event vendors will not be paid directly by Richland County.

MEAL AND OVERNIGHT JUSTIFICATION

In this section of the application, Richland County wants the applicant to estimate the number of meals that will be consumed in restaurants and overnight stays in the **unincorporated** areas of the County. Take the following items into consideration when making your estimations and provide a justification explaining how you came up with this number.

- How many people will attend your event?
- Of these, how many live in the incorporated areas of Richland County? These attendees will more likely eat at home or in restaurants closer to where they live. Richland County does not collect H-Tax in the City of Columbia, Forest Acres, Arcadia Lakes or Blythewood.
- How many of these people live in the unincorporated areas? Only a small portion of these may actually eat out. Many will eat at home.
- How many tourists are attending your event? How many hotel rooms are booked for your event? These are the people who will eat meals out.
- Estimate hotel room nights will be booked due to your event. Are these rooms located in the unincorporated areas of the County? How will you track this number? # rooms x # nights = estimated room nights booked

BUDGET

The budget should reflect in financial terms the actual costs of achieving the objectives of the project(s) you propose in your application. A budget form is provided for you as part of the application.

The project expenses section may or may not contain all of the listed "Budget Categories," depending on the size and type of project you propose. Under project income, list known and anticipated funding sources, including any that are pending. Be sure to include the Richland County requests in this list. Also include the value of any in-kind contributions and mark as in-kind.

Hospitality Tax Grant funds can account for up to **50%** of the total cost of the program/event you are applying for. Applicants must provide 50% of the total cost of the project as either in-kind or cash match.

Budget Narrative/Justification (H-Tax Grant Funds Only) - Please include a detailed description for each category included in the budget. For example:

- Marketing/Advertising – \$5,000 for 6 billboards located in Charleston, Greenville, Aiken, Myrtle Beach and Rock Hill. \$1,000 for TV ads on WIS. \$2,500 radio ads on Clear Channel
- Security/Emergency Services: \$100 fire marshal, \$300 RC Sheriff's Deputies
- Entertainment: \$9,000 for 3 bands

Budget tips:

- Budgets **MUST** be entered on the budget form provided and **MUST** include a justification for H-Tax expenditures. This tells Richland County how you plan to spend grant funds.
- **Grant funds should be used for tourism marketing first above any other expense. See the FUNDING PRIORITIES/ELIGIBLE EXPENDITURES section above for more information.**
- Be as detailed as possible in your budget justification. This information will be compared to your payment requests. Items in your payment requests must appear in your application budget.
- Signage and banners used at your event, directional signage, programs, volunteer t-shirts, and other items handed out at your event do not count as marketing expenses.

STATEMENT OF ASSURANCES

By signing and submitting the H-Tax County Promotions application, your organization is agreeing to the following Statement of Assurances:

- Upon grant application acceptance and funding award, applicant agrees that financial records, support documents, statistical records and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years.
- All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition.
- The funding recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves and others.
- All expenditures must have adequate documentation.

- All accounting records and supporting documentation shall be available for inspection by Richland County upon request.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of or be otherwise subjected to discrimination under the program or activity funding in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- The applicant hereby certifies that the information submitted as part of this application is accurate and reliable.
- Any change and/or variation must be reported immediately, otherwise, funding may be withheld.

APPLICATION EVALUATION

The Committee will use the following evaluation criteria to evaluate applications and proposed projects. The individual factors are important in project evaluation, as they are an indication of the degree to which the proposed project will contribute to the tourism in Richland County. Please ensure that you review these factors and include the elements in your application. These factors, with their corresponding point values, are:

Project Design and Benefit to Community:

55 points maximum

Benefit to Tourism (20) - Does the project promote tourism in the areas of the County in which Richland County H-Taxes are collected? Will it promote a positive image for the County? Will it attract visitors, build new audiences and encourage tourism expansion in the areas of the County in which Richland County H-Taxes are collected? Will it increase awareness of the County's amenities, history, facilities, and natural environment in the areas of the County in which Richland County H-Taxes are collected?

Reliable Tracking Mechanism and Marketing Plan (15) – How will visitors and tourists would be tracked? (surveys, wristbands, ticketing, and etc.) Are these methods viable? Does the marketing plan describe how the organization will reach tourists? Are at least 70% of the ads or other marketing expenses targeted outside the Columbia/Richland County area?

Is the expected number of tourists in line with the organization's marketing plan?

Benefit to Community (10) - How will this project benefit the citizens of Richland County? Will the project benefit unincorporated Richland County? Who will attend the event? How many visitors will the event serve? A visitor is defined by someone who travels at least 50 miles to attend the event.

Community Support and Partnerships (10) - Does the project have broad-based community appeal or support? What is the evidence of need for this project in the County? What kind and degree of partnership does the project exhibit? Does it exhibit volunteer involvement or inter-jurisdictional, corporate, business, and/or civic support?

Economic Impact and Accountability

45 points maximum

Budget (5) – Are all expenses that are to be paid with H-Tax funds eligible expenses? Did the budget and justification provide enough detail to show how funds will be spent? Does the applicant provide 50% in cash or in-kind match?

Expected H-Tax Revenue Generated (15) - What are the projected direct and indirect dollar expenditures by visitors/tourists? What is the estimated number of meals consumed? Are any overnight stays anticipated? Will this program drive business to those businesses that pay collect and remit Richland County H-Tax in the unincorporated areas of the County as well as Eastover and Richland portions of Irmo?

Reasonable Cost/Benefit Ratio (15) - Does the benefit of the project (i.e. number of tourists estimated; expected revenue generated) exceed the cost of the project? Is this project "worth" its cost?

Management Capability (10) - Does the applicant organization demonstrate an ability to successfully complete the project through effective business practices in the areas of finance, administration, marketing, and production? If this organization has received County Hospitality Tax funding previously, was the project successful?

APPLICATION PACKAGE

In order to be considered for funding, applicants must submit a **complete** application package for the H-Tax County Promotions grant program. Incomplete applications will not be considered. Complete applications include:

- Completed and signed application form (<http://www.rcgov.us/Business/Hospitality.asp>). Answer all questions and complete each section. N/A and See Attached are not valid responses.
- If your organization does not have an Executive Director, please note this in the signature area.
- Required Attachments:
 - Letter from IRS confirming nonprofit status and proof of registration with the SC Secretary of State's Office
 - List of the organization's current Board Members/Directors
 - Organization's most recent audited financial statement or 990 Tax form
 - Additional one (1) page project description (**OPTIONAL**)
 - Additional one (1) page budget justification (**OPTIONAL**)

Attachments MUST be submitted along with the proposal. Incomplete applications will not be evaluated. County Council approved a motion in May 2011 that stated that late and incomplete applications will not be sent to the grant committees for review.

Applicants must provide six (6) copies of the complete application package plus one (1) original (7 packages total). Please submit only the required elements secured with a binder clip. Folders, report covers and binders will be discarded.

Applications are due by 5:00 p.m. on February 22, 2013. Emailed or faxed applications will not be accepted. Due dates are not post mark dates. **Applications must be received by 5:00 pm or they will not be considered for funding.**

Mail Application to:
Richland County Administrator's Office
Attn: Sara Salley
PO Box 192
Columbia, SC 29202

Hand Deliver Application to:
Richland County Administrator's Office
Attn: Sara Salley
2020 Hampton Street, Suite 4069
Columbia, SC 29204

AWARD NOTIFICATION

The Grants Manager will notify all applicant organizations of the funding outcome in writing in June 2012. Awards will be available for reimbursement beginning July 1, 2013. Final reports for the previous fiscal year, if applicable, must be received before payments are released.

REPORTING AND GRANT ACKNOWLEDGEMENT REQUIREMENTS

At the completion of the grant funded project, Richland County requires grantees to complete a mid-year and/or final report for H-Tax County Promotions funds.

Grantees must acknowledge the receipt of H-Tax County Promotions funding by including the Richland County Government logo, or by listing "Richland County Government" on all program/project advertising, marketing and promotional materials. Examples of this must be included in your final report.

FREEDOM OF INFORMATION ACT NOTICE

Please be advised that all materials submitted for H-Tax County Promotions grant funding are subject to disclosure based on the Freedom of Information Act (FOIA).

CONTACT

Sara Salley, Grants Manager, PO Box 192, Columbia, SC 29202, 803.576.2069, Salleys@rcgov.us

Richland County Council Request of Action

Subject

- a. To present a resolution to the Richland County Sheriff's Department to acknowledge the Department being a recipient of the prestigious Freedom Award, which will be presented to them in Washington, DC **[MALINOWSKI]**
- b. Any item on the consent agenda that is deferred should not be placed on the consent agenda when it is again placed on the agenda. The reason for a deferral is usually because additional information is being sought, and the new or added information does not make the matter the same as was previously on the consent agenda **[MALINOWSKI]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda