



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**OCTOBER 4, 2011
6:00 PM**

CALL TO ORDER

HONORABLE PAUL LIVINGSTON, CHAIR

INVOCATION

THE HONORABLE NORMAN JACKSON

PLEDGE OF ALLEGIANCE

THE HONORABLE NORMAN JACKSON

Presentation Of Resolutions

1. a. Resolution recognizing Gadsden Elementary School for achieving the designation of the "National Blue Ribbon School" [WASHINGTON]
- b. National Community Planning Month Proclamation

Approval Of Minutes

2. Regular Session: September 20, 2011 [PAGES 9-17]
3. Zoning Public Hearing: September 27, 2011 [PAGES 19-22]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

4. a. Potential Claim Update
- b. Department of Justice Update
- c. SOB Update
- d. Project Atlas
- e. Shop Grove Commerce Park
- f. Project Cyrus

Citizen's Input

5. Must Pertain to Items Not on the Agenda

Report Of The County Administrator

6. a. Smoking Ban Report - 3rd Quarter 2011 [**PAGE 26**]
- b. Adult Services Report [**PAGES 27-31**]
- c. Eastover Water-Sewer Negotiations
- d. Business Service Task Force Update
- e. Update from Legislative Delegation Meeting
- f. Employee Grievances - 4

Report Of The Clerk Of Council

Report Of The Chairman

Open/Close Public Hearings

7. a. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$44,250 of General Fund Undesignated Fund Balance to the Sheriff's Department for the Laboratory Technician position previously funded by grant funds
- b. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$71,250 of General Fund Undesignated Fund Balance to the Sheriff's Department for two Deputy Sheriff's Motorcycle Safety Education and Enforcement positions previously funded by grant funds

Approval Of Consent Items

8. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$44,250 of General Fund Undesignated Fund Balance to the Sheriff's Department for the Laboratory Technician position previously funded by grant funds [**THIRD READING**] [**PAGES 34-35**]
9. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$71,250 of General Fund Undesignated Fund Balance to the Sheriff's Department for two Deputy Sheriff's Motorcycle Safety Education and Enforcement positions previously funded by grant funds [**THIRD READING**] [**PAGES 37-38**]
10. An Ordinance Amending Section 12 of the Fiscal Year 2011-2012 Annual Budget Ordinance [**SECOND READING**] [**PAGES 40-41**]
11. 11-11MA
Dan Douglas

RU to GC (2.50 Acres)
Hwy. 76
01506-01-08 [SECOND READING] [PAGE 43]

12. 11-12MA
Edward Holcombe
PDD to GC (2.26 Acres)
1016 Rauch Metz Rd.
02505-02-09/14 [SECOND READING] [PAGE 45]
13. 11-13MA
Fred Gantt, III
RM-MD to LI (4.40 Acres)
Simmons St.
1115-01-01/02/03/04/05/06/07 [SECOND READING] [PAGE 47]
14. 11-16MA
Margaret Smith
RM-HD to NC (0.414 Acres)
6624 Shakespeare Rd.
14215-09-08 [SECOND READING] [PAGE 49]
15. 11-17MA
Josh Williamson
Margaret Grimsley
RM-MD to GC (1.0 Acres)
1840 Bluff Rd.
1115-05-05(p) [SECOND READING] [PAGES 51-52]
16. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-173, Off-Street Parking Standards; Subsection (D), Design of Parking Areas; Paragraph (4), Accessible Spaces; so as to comply with ADA Access Requirements [SECOND READING] [PAGES 54-56]
17. Valhalla Micro Surfacing Project [PAGES 59-60]
18. North Paving Project- Wade Kelly Road Right of Way [PAGES 62-63]
19. Condemnation of Private Property for Use as a Drainage Easement [PAGES 65-66]
20. Franklin Park and Albene Park Water Systems [PAGES 68-69]
21. Petition to close Road/Portion of Beckham Swamp Road - Consent Order [PAGES 71-75]
22. Annual Renewal of the Fleet Maintenance and Repair Contract [PAGES 77-79]
23. Automatic Vehicle Locations Systems-Sheriff's Department [PAGES 81-82]
24. C&D Disposal Services Contract [PAGES 84-85]

25. Construction Services/Airport Tree Obstruction Removal-Cherokee Inc. Contract [**PAGES 87-91**]
26. Professional Services/ Airport Tree Obstruction Removal-LPA Group [**PAGES 93-101**]
27. HUD Grant for Neighborhood Improvement [**PAGES 103-104**]
28. Emergency Services Radio Purchase [**PAGES 106-107**]
29. Emergency Supplies and Equipment Purchase Orders [**PAGES 109-110**]
30. Transfer of Position from Dentsville Magistrate to Administrative Magistrate [**PAGES 112-113**]
31. Lobbyists' Interaction with Council on Certain Matters [**PAGES 115-116**]
32. Increase Detention Center Officer Starting Salaries [**PAGES 118-122**]

Third Reading Items

33. An Ordinance authorizing the levying of Ad Valorem Property Taxes, which, together with the prior year's carryover and other state levies and any additional amount appropriated by the Richland County Council prior to July 1, 2011, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2011, through June 30, 2012 [**PAGES 124-125**]
34. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; so as to add a new section that permits private road subdivisions in the RU (Rural) Zoning Districts [**PAGES 127-132**]

Second Reading Items

35. An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Atlas, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended; and other related matters [**PAGES 134-182**]
36. 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 related matters [**PAGES 184-193**]

Report Of Development And Services Committee

37. Low Traffic Volume Road Paving Program [**PAGES 195-201**]

Report Of Administration And Finance Committee

38. An Ordinance Amending the Fiscal year 2011-2012 Neighborhood Improvement and Community Development Fund Annual Budgets to appropriate \$48,641 of Neighborhood Improvement

Undesignated Fund Balance for transfer to the Community Development Fund for the CDBG and HOME administrative shortfall [PAGES 203-205]

39. Caughman Creek Property Purchase Agreement [PAGES 207-220]

Report Of Economic Development Committee

40. a. Project Cyrus - Inducement Resolution [PAGES 222-225]

b. Project Cyrus - Ordinance authorizing a Fee in Lieu of Tax Agreement between Richland County and Project Cyrus [FIRST READING BY TITLE ONLY] [PAGE 226]

Report Of Rules And Appointments Committee

1. Notification Of Appointments

41. Accommodations Tax Committee-2 (need one person from Hospitality and one person from Lodging) [no applications were received]

42. Appearance Commission-2 (need a licensed horticulturalist and landscaper) [no applications were received]

43. Board of Assessment Control-1 [no applications were received]

44. Board of Zoning Adjustments and Appeals-4 [no applications were received]

45. Building Codes Board of Adjustments and Appeals-3 (needed, one licensed electrician and two from the fire protection industry) [no applications were received]

46. Business Service Center Appeals Board-1 (CPA preferred) [no applications were received]

47. Community Relations Council-1 [one application was received from: Sarah B. Watson] [PAGES 234-235]

48. Hospitality Tax Committee-1 [one application was received from: Dorothy A. Sumter] [PAGES 237-238]

49. Internal Audit Committee-1 [no applications were received]

50. Music Festival Board-2 [no applications were received]

2. Discussion From Rules And Appointments Committee

51. County Council will consider a rule change that states any Special Called Meeting will only have the item(s) the meeting was called for on the agenda. A complete agenda with Administrator, Attorney and Clerk of Council report will not be required nor will approval of previous meeting minutes or any citizen's input be on the agenda unless it relates to the matter the meeting is called for [MALINOWSKI][PAGES 242-243]

52. When speaking during the citizen's input portion of council meetings, persons currently

serving on Richland County Commissions of any kind are not allowed to use their title or the commission name unless they have received unanimous consent from the commission to do so [MALINOWSKI] [PAGE 245-246]

Other Items

- 53. Report of the Decker Center Space Allocation Committee

Citizen's Input

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

Executive Session

Motion Period

- 55. a. Resolutions honoring Judge William Womble, Judge Clevette Hudnell, and Judge Samuel Peay on their retirement and service to Richland County [LIVINGSTON]
- b. Reexamine the Business License Fee, especially the Interstate Tax, to promote business recruitment to be competitive in the region [JACKSON]

Adjournment



Richland County Council Request of Action

Subject

- a. Resolution recognizing Gadsden Elementary School for achieving the designation of the "National Blue Ribbon School" [WASHINGTON]
- b. National Community Planning Month Proclamation

Richland County Council Request of Action

Subject

Regular Session: September 20, 2011 [PAGES 9-17]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, SEPTEMBER 20, 2011 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Paul Livingston
Vice Chair	Damon Jeter
Member	Joyce Dickerson
Member	Gwendolyn Davis Kennedy
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Seth Rose
Member	Kelvin Washington

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Melinda Edwards, Daniel Driggers, John Hixson, Dale Welch, Valeria Jackson, Jocelyn Jennings, Nelson Lindsay, Andy Metts, Brad Farrar, Geo Price, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at 6:01 p.m.

INVOCATION

The Invocation was given by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

APPROVAL OF MINUTES

Regular Session: September 6, 2011 – Ms. Kennedy moved, seconded by Ms. Hutchinson, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Livingston stated that Item 6.c. "CMRTA IGA" needed to be listed as an action item.

Mr. Jeter moved, seconded by Ms. Dickerson, to adopt the agenda as amended. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. **Eastover Water – Contractual Matter**
- b. **Personnel Matter**
- c. **CMRTA IGA**
- d. **Project Atlas**

POINT OF PERSONAL PRIVILEGE – Mr. Manning stated that there was an invitation from the Gills Creek Watershed Association for each Council member on the desk.

Mr. Manning also recognized from the Midlands Technical College Human Services Department, Ms. Marian Ross, Ms. Renee Coletrane and their students were in the audience.

Ms. Dickerson recognized Ms. Corley, former Richland District Two School Board Member, was in the audience.

Mr. Washington recognized Mr. Tony Grant was in the audience.

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Business Friendly Task Force** – Mr. McDonald stated that the Business Friendly Task Force held their first meeting on September 8, 2011. The members requested additional information from the City of Columbia and Richland County. Staff is compiling the information, which will be reviewed

and discussed at the upcoming Task Force meeting on September 29th at 4:00 p.m. at the Chamber of Commerce.

- b. **Decker Center Update** – Mr. McDonald stated that letters were forwarded to the current tenants regarding the date which they must vacate the facility. The tenants were also notified that late fees will be assessed if rent payments are late.
- c. **Employee Grievance** – This item was taken up in Executive Session.

REPORT OF THE CLERK OF COUNCIL

- a. **Fall Meeting of the County Council Coalition, Friday, October 14, 2011, Embassy Suites Hotel** – Ms. Onley stated that the County Council Coalition will be held October 14th at the Embassy Suites Hotel and that registration is due by October 7th.
- b. **Reminder: Strategic Plan Retreat, September 22nd, 4 p.m., Council Chambers** – Ms. Onley reminder Council of the Strategic Plan Retreat on September 22nd at 4:00 p.m. in Chambers.

REPORT OF THE CHAIRMAN

- a. **Budget Amendment for Sheriff Department's Rank Structure Program** – Ms. Dickerson moved, seconded by Mr. Manning, to approve this item as amended. The vote in favor was unanimous.
- b. **Recreation Commission Meet & Greet** – Mr. Livingston stated that the Recreation Commission has requested a meet & greet with Council members. The Clerk's Office is to e-mail Council regarding potential dates.
- c. **CMRTA IGA** – This item was taken up during Executive Session.
- d. **Strategic Plan Retreat** – Mr. Livingston informed Council that end time for the Strategic Plan Retreat had been changed to 5:30 p.m. After a brief discussion it was decided to extend the time to 6:00 p.m.

PUBLIC HEARINGS

- **An Ordinance Authorizing Easement to the City of Columbia for Sanitary Sewer Main to serve the Brookhaven Subdivision; Richland County TMS # 1750-03-67** – No one signed up to speak.
- **An Ordinance Authorizing Easement to the City of Columbia for a water main to serve the Brookhaven Subdivision; Richland County TMS # 1750-03-67** – No one signed up to speak.

- **Adoption of Analysis of Impediments (AI) to Fair Housing Choice** – Mr. Ernest Swiger spoke regarding this item.

APPROVAL OF CONSENT ITEMS

- **11-08MA, Larry H. Sharp, RU to RC (3.26 Acres), 8308 Winnsboro Road, 10100-05-01,02 [THIRD READING]**
- **11-09MA, Joseph E. Sharp, RU to RC (3.49 Acres), 8105 Winnsboro Road, 09900-03-04, 05 [THIRD READING]**
- **11-10MA, Vulcan Lands, Inc., RU to HI (292.43 Acres), Caughman Road, 06500-01-03, 06500-01-11(p) [THIRD READING]**
- **An Ordinance Authorizing Easement to the City of Columbia for Sanitary Sewer Main to serve the Brookhaven Subdivision; Richland County TMS #17500-03-67 [THIRD READING]**
- **An Ordinance Authorizing Easement to the City of Columbia for a water main to serve the Brookhaven Subdivision; Richland County TMS # 17500-03-67 [THIRD READING]**

Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve the consent items. The vote in favor was unanimous.

THIRD READING

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; so as to add a new section that permits private road subdivisions in the RU (Rural) Zoning Districts [SECOND READING] – Mr. Jackson moved, seconded by Mr. Washington, to defer this item until the October 4th Council meeting. The vote was in favor.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Shop Grove Commerce Park Multi-County Industrial Park Designation—Ordinance to designate Shop Grove Commerce Park as a Multi-County Industrial Park [FIRST READING BY TITLE ONLY] – Mr. Washington stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

Project Atlas—Inducement Resolution – Mr. Washington stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

Project Atlas—Ordinance authorizing a Fee in Lieu of Tax Agreement between Richland County and Project Atlas – Mr. Washington stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

Village at Sandhill Improvement District—Resolution Approving the 2011 Assessment Roll for the Village at Sandhill Improvement District – Mr. Washington stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. DISCUSSION FROM RULES AND APPOINTMENTS

- a. **Employee Grievance Committee Process** – Mr. Malinowski stated that this item was withdrawn in committee based on legal opinion.
- b. **County Council will consider a rule change that states any Special Called Meeting will only have the item(s) the meeting was called for on the agenda. A complete agenda with Administrator, Attorney and Clerk of Council report will not be required nor will approval of previous meeting minutes or any citizens' input be on the agenda unless it relates to the matter the meeting is called for** – Mr. Malinowski stated that this item was held in committee.
- c. **When speaking during the citizens' input portion of council meetings, persons currently serving on Richland County Commissions of any kind are not allowed to use their title or the commission name unless they have received unanimous consent from the commission to do so** – Mr. Malinowski stated that this item was held in committee.
- d. **Interview appointments for applicants meeting with the Rules and Appointments Committee will be scheduled at least one week in advance** – Mr. Malinowski stated that the committee recommended scheduling interviews as far in advance as possible prior to the actual meeting.

II. NOTIFICATION OF APPOINTMENTS

a. Central Midlands Council of Governments—1

Ms. Hutchinson moved, seconded by Mr. Pearce, to amend the agenda to add the vote for the Central Midlands Council of Governments appointment. The vote in favor was unanimous.

Mr. Pearce, Mr. Jeter, Mr. Livingston, Ms. Dickerson, Mr. Manning, and Mr. Washington voted for Ms. Moryah Jackson.

Ms. Moryah Jackson was appointed.

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

OTHER ITEMS

Adoption of Analysis of Impediments (AI) to Fair Housing Choice – Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 6:59 p.m. and came out at approximately 8:25 p.m.
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- a. Eastover Water – Contractual Matter** – Mr. Washington moved, seconded by Mr. Malinowski, to authorize the Administrator to continue discussions with the Town of Eastover regarding water and sewer. The vote in favor was unanimous.
- b. Employee Grievance** – Mr. Malinowski moved, seconded by Mr. Jackson, to uphold the Administrator's recommendation. The vote in favor was unanimous.
- c. Personnel Matter** – Mr. Rose moved, seconded by Ms. Hutchinson, to direct the County Attorney to proceed with the Personnel Matter as discussed in Executive Session. The vote in favor was unanimous.

Mr. Washington moved, seconded by Mr. Malinowski, to reconsider this item. The motion failed.

- d. **CMRTA IGA** – Ms. Dickerson moved, seconded by Mr. Washington, to approve the amended IGA as discussed in Executive Session. The vote was in favor.

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

MOTION PERIOD

Motion that Council and Council Staff develop and implement a plan that will enable us to achieve the SC State goal of a 35% solid waste diversion within 5 years and long term goal of “zero waste.” [ROSE] – This item was referred to the D&S Committee.

Decker Boulevard Commercial Corridor District Ordinance Change [DICKERSON & MANNING] – This item was referred to the D&S Committee.

Resolution honoring Gadsden Elementary on being designated a “National Blue Ribbon School” [WASHINGTON] – Mr. Washington moved, seconded by Mr. Malinowski, to adopt a resolution honoring Gadsden Elementary on being designated a “National Blue Ribbon School”. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by the addition of Section 18-7, “Bath Salts” and Synthetic Marijuana; so as to prohibit the use, purchase, sale or possession of such substances in Richland County [ROSE] – Mr. Rose moved, seconded by Mr. Washington, to add the motion regarding the ordinance prohibiting the use, purchase, sale or possession “bath salts” and synthetic marijuana. The vote was in favor.

This item was referred to the D&S Committee.

To withdraw the following motion made at the September 6th Council meeting: “Motion that Council direct the County Attorney to develop a protocol for outsourcing County legal matters to Richland County law firms. For each area of law the County Attorney is to have a list of competent Richland based law firms in that field and the County legal business is to be given out on a rotational basis working off that particular list designated for each specific area of law. The purpose of this motion is to divvy out the County legal business to competent Richland law firms in the most fair and equitable manner” [ROSE & JETER] – This motion was withdrawn.

Request unanimous consent for Resolutions honoring Deputy Young and Investigator Hartland of the RCSD for their winning performances in the recently held 2011 World Police and Fire Games held in New York City [PEARCE, WASHINGTON, MANNING, DICKERSON & ROSE] – Mr. Pearce moved, seconded by Mr. Jackson, to adopt resolutions honoring Deputy Young and Investigator Hartland on

their winning performance in the 2011 World Police and Fire Games in New York City. The vote in favor was unanimous.

Motion for a resolution to honor Bob Arial for his upstanding civic work and his one of a kind historical and cultural contributions to our community [ROSE] – Mr. Rose moved, seconded by Ms. Hutchinson, to adopt a resolution honoring Bob Arial for his upstanding civic work and his one of kind historical and cultural contributions to our community. The vote in favor was unanimous.

Motion for a resolution to honor the University of South Carolina Gamecock Baseball team for winning back to back National Championships [ROSE] – Mr. Rose moved, seconded by Ms. Dickerson, to adopt a resolution honoring the USC Gamecock Baseball team for winning back to back National Championships. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 8:35 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Seth Rose

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: September 27, 2011 [PAGES 19-22]

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, SEPTEMBER 27, 2011 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	Paul Livingston
Vice Chair	Damon Jeter
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Gwendolyn Davis Kennedy
Member	Bill Malinowski
Member	L. Gregory Pearce, Jr.
Member	Seth Rose
Member	Kelvin E. Washington, Sr.

OTHERS PRESENT: Anna Fonseca, Amelia Linder, Sparty Hammett, Holland Leger, Brian Cook, Geo Price, Milton Pope, Larry Smith, Dale Welch, Randy Cherry, Roxanne Ancheta, Andy Metts, Monique Walter, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:03 p.m.

ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions.

MAP AMENDMENT

11-11MA, Dan Douglas, Kenneth D. Richardson, RU to GC (2.50 Acres), Hwy. 76, 01506-01-08

Mr. Livingston opened the floor to the public hearing.

The citizens chose not to speak at this time.

The floor to the public hearing was closed.

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

11-12MA, Edward Holcombe, PDD to GC (2.26 Acres), 1016 Rauch Metz Rd. 02505-02-09/14

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

11-13MA, Fred Gantt, III, RM-MD to LI (4.40 Acres), Simmons St., 1115-01-01/02/03/04/05/06/07

Mr. Livingston opened the floor to the public hearing.

The citizens chose not to speak at this time.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Mr. Pearce, to give First Reading approval to this item. The vote in favor was unanimous.

11-14MA, Ron Johnson, Longcreek Plantation, RU to RS-LD (4.91 Acres), Longtown Rd. East & Longtown Rd. West, 20500-05-02

Mr. Livingston opened the floor to the public hearing.

Mr. Ken Ormand spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Ms. Hutchinson, to defer this item until the October Zoning Public Hearing and to hold an additional public hearing at that time. The vote in favor was unanimous.

11-15MA, Bill Jones, Robert Scott, RU to GC (2.9 Acres), Highway 601, 38900-02-04

Mr. Livingston opened the floor to the public hearing.

Mr. Bill Jones spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Ms. Dickerson, to deny the re-zoning request. The vote was in favor.

11-16MA, Margaret Smith, RM-HD to NC (0.414 Acres), 6624 Shakespeare Rd., 14215-09-08

Mr. Livingston opened the floor to the public hearing.

Ms. Margaret Smith spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Jeter moved, seconded by Mr. Manning, to give First Reading approval to this item. The vote in favor was unanimous.

11-17MA, Josh Williamson, Margaret Grimsley, RM-MD to GC (1.0 Acres), 1840 Bluff Rd., 1115-05-05(p)

Mr. Livingston opened the floor to the public hearing.

The citizens chose not to speak at this time.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Mr. Pearce, to give First Reading approval to this item. The vote in favor was unanimous.

TEXT AMENDMENT

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-173, Off-Street Parking Standards; Subsection (D), Design of Parking Areas; Paragraph (4), Accessible Spaces; so as to comply with ADA Access Requirements

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

Ms. Dickerson moved, seconded by Mr. Jackson, to give First Reading approval to this item. A discussion took place.

The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:24 p.m.

Submitted respectfully by,

Paul Livingston
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Potential Claim Update
- b. Department of Justice Update
- c. SOB Update
- d. Project Atlas
- e. Shop Grove Commerce Park
- f. Project Cyrus

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda

Richland County Council Request of Action

Subject

- a. Smoking Ban Report - 3rd Quarter 2011 **[PAGE 26]**
- b. Adult Services Report **[PAGES 27-31]**
- c. Eastover Water-Sewer Negotiations
- d. Business Service Task Force Update
- e. Update from Legislative Delegation Meeting
- f. Employee Grievances - 4



Richland County Business Service Center

2020 Hampton Street, Suite 1050
P.O. Box 192
Columbia, SC 29202

Phone: (803) 576-2287
Fax: (803) 576-2289
bsc@rcgov.us
<http://www.rcgov.us/bsc>

MEMORANDUM

TO: J. Milton Pope, County Administrator; County Council

FROM: Pam Davis

DATE: 9/27/2011

SUBJECT: Smoking Ban Report – for 3rd quarter of 2011

- Number of Complaints Received: 0
- Number of Businesses referenced in complaints: 0
- Business Type(s) referenced in complaints: n/a

- Number of Inspections: 0
- Tickets Issued: 0

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2050
Fax: (803) 576-2137
TDD: (803) 748-4999

Office of the County Administrator

Memo

TO: Richland County Council Members
FROM: Randy Cherry,
Research Manager, Richland County Government
DATE: October 4, 2011
RE: Aging Reports from the Richland County Recreation
Commission and Central Midlands Council of Governments

During the July 5, 2011 Council meeting, Council directed staff to request regular reports from the Recreation Commission and Central Midlands Council of Governments regarding the number of Richland County residents who received services through these organizations senior programs. Attached you will find the initial report.

Please advise if you have any questions or need additional information.

Richland County Recreation Commission Adult Services Report

The programs/activities listed below are offered on a weekly or monthly basis at each facility. (May-September 2011)

Facility	Activity/Program
Hopkins Adult Activity Center	Senior Bingo (weekly) Senior Aerobics (weekly) Arthritis Exercise (weekly) Bowling (weekly) Travel Club (monthly) Bible Study (weekly) Ceramics (weekly) Walking Club (weekly)
Adult Activity Center	Bridge (weekly) Crochet (weekly)
Upper Richland Community Center	Arthritis Aerobics (weekly) Line Dancing (weekly)
Ballentine Community Center	Travel Club (monthly) Arthritis Exercise (weekly)
Crane Creek Community Center	Bingo (weekly) Line Dancing (weekly)
Gadsden Community Center	Arthritis Exercise (weekly) Line Dancing (weekly)
Pine Grove Community Center	Line Dancing (weekly) Arthritis Exercise (weekly)
Caughman Road Park	Coffee Club (weekly) Travel Club (weekly)
All	Outstanding Senior Appreciation Breakfast (June 2011) Annual Senior/Youth Field Day (June 2011) Trip To Edisto Gardens Trip to Summerville, SC Trip to Charleston Harbor, Charleston, SC Trip to Historic Columbia Foundation African American Heritage Sites Trip to Local Farmers Market Trip to Millford Plantation, Pinewood, SC

Note: The Recreation Commission estimates that between 400 and 500 people participate in these programs each month.

Item# 6

Attached you will find the number of units served by Senior Resources, Inc. for the fiscal year ending June 30, 2011. A unit of service is identified as:

Congregate & Home Delivered Meals = 1 meal

Home Care = 1 hour of service in the home

Transportation = 1 passenger mile

Physical Fitness = 1 hour of Arthritis Exercise Class

*Information and Referral = 1 call from a client and/or family member seeking assistance

*Retired and Senior Volunteer Program = 1 hour of volunteer service

*Senior Companion Program = 1 hour of senior companionship or respite in the home

*Foster Grandparent Program = 1 hour of senior volunteer service mentoring or helping children

In-Home and Community Based Programs the number of unduplicated clients served was 1,048

In Volunteer Programs the number of unduplicated clients served was approximately 1,039

Number of community volunteers = 1,051+

*These programs do not receive any funds through the Central Midlands Area Agency on Aging

Please note that the Retired and Senior Volunteer Program operates in Richland, Lexington and Newberry Counties. No Richland County funds are used to support program expenses in any county outside of Richland County.

SUMMARY SCHEDULE OF UNITS OF SERVICES
 SENIOR RESOURCES, INC.
 FOR YEAR ENDED JUNE 30, 2011

Service	Units Delivered
Care Management	
Private Pay	-
Total Care Management	-
Foster Grandparent Program	
Corporation for National Service	73,807.63
United Way	6,250.00
Total Foster Grandparent Program	80,057.63
HomeCare	
Social Services Block Grant	1,296.75
Local	3.00
Ace Level I	1,524.50
III B Level I	847.00
State Grant Level I	92.00
Ace Level II	1,566.00
III B Level II	863.50
Private Pay	521.25
United Way	757.25
Total HomeCare	7,471.25
Information and Referral	
Local	2,407.00
Meals: Congregate	
Private Pay	572.00
ARRA	229.00
Bi-Lo Emergency Bags	78.00
Title III C-1	20,617.00
Local//United Way	1,769.00 *
Total Congregate Meals	23,265.00
Meals: Home Delivered	
Title III C-2	28,646.00
Bank of America	1,250.00
Social Services Block Grant	3,164.00
Local	1,980.00
Waterree Community Action	2,228.00
Private Pay	3,488.00
Title XIX CLTC	24,816.00
United Way	9,828.00
United Way - Rural	1,806.00

**

SUMMARY SCHEDULE OF UNITS OF SERVICES
 SENIOR RESOURCES, INC.
 FOR YEAR ENDED JUNE 30, 2011

Service	Units Delivered
SUMMARY SCHEDULE OF UNITS OF SERVICES	
SENIOR RESOURCES, INC.	
FOR YEAR ENDED JUNE 30, 2011	
State Supplemental	7,342.00
Bi-Lo Emergency Bags	1,074.00
Shared Pay	2,062.00
Total Home Delivered	87,684.00
Physical Fitness	
Title III-D	3,972.00
Local/United Way	329.00 *
Total Health Promotion	4,301.00
Retired and Senior Volunteer Program Corporation for National Service	74,331.92
Senior Companion Program Corporation for National Service CLTC	39,344.54
Total Senior Companion	39,344.54
Transportation	
Title III B	276,641.00
City of Columbia	8,529.00
United Way	78,728.00
Local Over 60	15,448.00
Local Under 60	29,721.00
Total Transportation	408,567.00

Item # 6
 * CLTC unit rate reimbursement decreased to \$5.33 per meal effective 4/10/2011.

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$44,250 of General Fund Undesignated Fund Balance to the Sheriff's Department for the Laboratory Technician position previously funded by grant funds

- b. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$71,250 of General Fund Undesignated Fund Balance to the Sheriff's Department for two Deputy Sheriff's Motorcycle Safety Education and Enforcement positions previously funded by grant funds

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$44,250 of General Fund Undesignated Fund Balance to the Sheriff's Department for the Laboratory Technician position previously funded by grant funds **[THIRD READING] [PAGES 34-35]**

Notes

First Reading: July 26, 2011

Second Reading: September 6, 2011

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-11HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$44,250 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO THE SHERIFF'S DEPARTMENT FOR THE LABORATORY TECHNICIAN POSITION PREVIOUSLY FUNDED BY GRANT FUNDS.

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 forty four thousand two hundred fifty dollars (\$44,250) be appropriated to the FY 2011-2012 Sheriff's Budget. Therefore, the Fiscal Year 2011-2012 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 139,300,965
Appropriation of General Fund undesignated fund balance	<u>44,250</u>
Total General Fund Revenue as Amended:	\$ 139,345,215

EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 139,300,965
Increase to Sheriff :	<u>44,250</u>
Total General Fund Expenditures as Amended:	\$ 139,345,215

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 _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2011

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$71,250 of General Fund Undesignated Fund Balance to the Sheriff's Department for two Deputy Sheriff's Motorcycle Safety Education and Enforcement positions previously funded by grant funds **[THIRD READING] [PAGES 37-38]**

Notes

First Reading: July 26, 2011

Second Reading: September 6, 2011

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-11HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$71,250 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO THE SHERIFF'S DEPARTMENT FOR TWO DEPUTY SHERIFF'S MOTORCYCLE SAFETY EDUCATION AND ENFORCEMENT POSITIONS PREVIOUSLY FUNDED BY GRANT FUNDS.

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 seventy one thousand two hundred fifty dollars (\$71,250) be appropriated to the FY 2011-2012 Sheriff's Budget. Therefore, the Fiscal Year 2011-2012 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 139,300,965
Appropriation of General Fund undesignated fund balance	<u>71,250</u>
Total General Fund Revenue as Amended:	\$ 139,372,215

EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 139,300,965
Increase to Sheriff:	<u>71,250</u>
Total General Fund Expenditures as Amended:	\$ 139,372,215

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 _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2011

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending Section 12 of the Fiscal Year 2011-2012 Annual Budget Ordinance [**SECOND READING**]
[**PAGES 40-41**]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-11HR

AN ORDINANCE AMENDING SECTION 12 OF THE FISCAL YEAR 2011-2012
ANNUAL BUDGET ORDINANCE.

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 following change be made to the budget ordinance:

SECTION 12. Richland County hereby enacts the implementation of an Administrative Service Fee of up to \$15.00 per hour, to be collected by the Sheriff from parties who request special duty services, and which are authorized by the Sheriff for the duration of fiscal year 2011-2012 only. Funds collected by the Sheriff that are derived from the up to \$15.00 per hour administrative fee for special duty services shall be deposited directly into separate revenue accounts within the General Fund and Victim's Assistance Fund as follows: \$5 into the General Fund to cover administrative costs of operating the plan; \$5 into the General Fund to cover the rank structure increases for the Sheriff's Office; \$5 to be deposited into the Victim's Assistance program to cover additional program cost. This revenue will be to offset the cost of the additional use of petrol oil and lubricants, and for the cost of administrative management of special duty assignments. The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2012. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

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 July 1, 2011

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2011

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

11-11MA
Dan Douglas
RU to GC (2.50 Acres)
Hwy. 76
01506-01-08 [**SECOND READING**] [**PAGE 43**]

Notes

First Reading: September 27, 2011
Second Reading:
Third Reading:
Public Hearing: September 27, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-11HR

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 # 01506-01-08 FROM RU (RURAL DISTRICT) TO GC (GENERAL 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 # 01506-01-08 from RU (Rural District) zoning to GC (General 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 _____, 2011.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2011.

Michelle M. Onley
Assistant Clerk of Council

Public Hearing: September 27, 2011
First Reading: September 27, 2011
Second Reading: October 4, 2011 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

11-12MA
Edward Holcombe
PDD to GC (2.26 Acres)
1016 Rauch Metz Rd.
02505-02-09/14 **[SECOND READING] [PAGE 45]**

Notes

First Reading: September 27, 2011
Second Reading:
Third Reading:
Public Hearing: September 27, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-11HR

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 # 02505-02-09/14 FROM PDD (PLANNED DEVELOPMENT DISTRICT) TO GC (GENERAL 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 properties described as TMS # 02505-02-09/14 from PDD (Planned Development District) zoning to GC (General 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 _____, 2011.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2011.

Michelle M. Onley
Assistant Clerk of Council

Public Hearing: September 27, 2011
First Reading: September 27, 2011
Second Reading: October 4, 2011 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

11-13MA
Fred Gantt, III
RM-MD to LI (4.40 Acres)
Simmons St.
1115-01-01/02/03/04/05/06/07 **[SECOND READING] [PAGE 47]**

Notes

First Reading: September 27, 2011
Second Reading:
Third Reading:
Public Hearing: September 27, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-11HR

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 # 11115-01-01/02/03/04/05/06/07 FROM RM-MD (RESIDENTIAL, MULTI-FAMILY – MEDIUM DENSITY DISTRICTS) TO LI (LIGHT INDUSTRIAL 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 # 11115-01-01/02/03/04/05/06/07 from RM-MD (Residential, Multi-Family – Medium Density District) zoning to LI (Light Industrial 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 _____, 2011.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2011.

Michelle M. Onley
Assistant Clerk of Council

Public Hearing: September 27, 2011
First Reading: September 27, 2011
Second Reading: October 4, 2011 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

11-16MA
Margaret Smith
RM-HD to NC (0.414 Acres)
6624 Shakespeare Rd.
14215-09-08 [**SECOND READING**] [**PAGE 49**]

Notes

First Reading: September 27, 2011
Second Reading:
Third Reading:
Public Hearing: September 27, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-11HR

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 # 14215-09-08 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) TO NC (NEIGHBORHOOD 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 # 14215-09-08 from RM-HD (Residential, Multi-Family – High Density District) zoning to NC (Neighborhood 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 _____, 2011.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2011.

Michelle M. Onley
Assistant Clerk of Council

Public Hearing: September 27, 2011
First Reading: September 27, 2011
Second Reading: October 4, 2011 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

11-17MA
Josh Williamson
Margaret Grimsley
RM-MD to GC (1.0 Acres)
1840 Bluff Rd.
1115-05-05(p) **[SECOND READING] [PAGES 51-52]**

Notes

First Reading: September 27, 2011
Second Reading:
Third Reading:
Public Hearing: September 27, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-11HR

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 A PORTION OF THE REAL PROPERTY DESCRIBED AS TMS # 11115-05-05 FROM RM-MD (RESIDENTIAL, MULTI-FAMILY – MEDIUM DENSITY DISTRICT) TO GC (GENERAL 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 a portion of the real property described as TMS # 11115-05-05 from RM-MD (Residential, Multi-Family – Medium Density District) zoning to GC (General Commercial District) zoning, (as further described in Exhibit A, which is attached hereto).

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 _____, 2011.

RICHLAND COUNTY COUNCIL

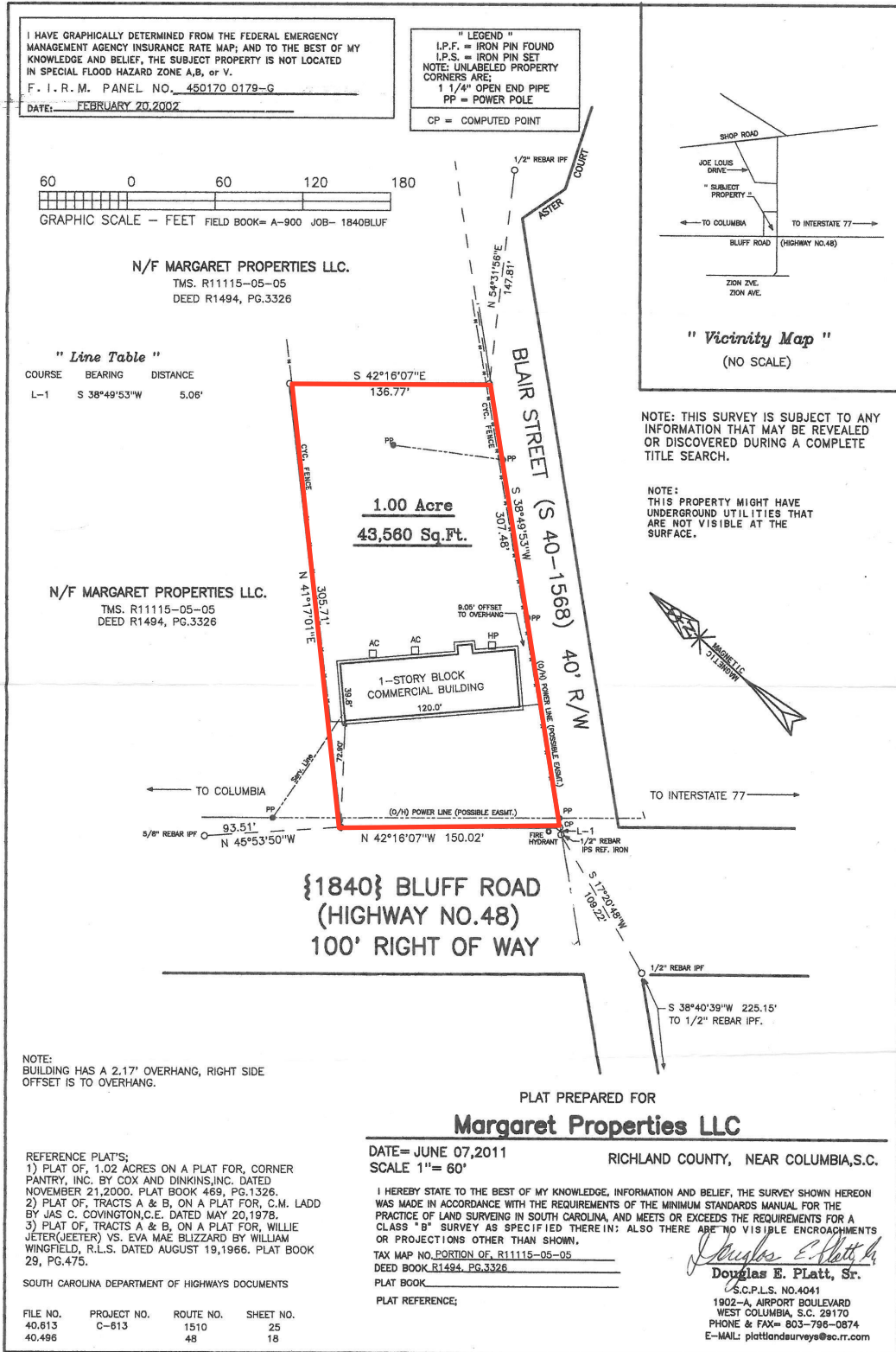
By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2011.

Michelle M. Onley
Assistant Clerk of Council

Public Hearing: September 27, 2011
First Reading: September 27, 2011
Second Reading: October 4, 2011 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-173, Off-Street Parking Standards; Subsection (D), Design of Parking Areas; Paragraph (4), Accessible Spaces; so as to comply with ADA Access Requirements
[SECOND READING] [PAGES 54-56]

Notes

First Reading: September 27, 2011
Second Reading:
Third Reading:
Public Hearing: September 27, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-173, OFF-STREET PARKING STANDARDS; SUBSECTION (D), DESIGN OF PARKING AREAS; PARAGRAPH (4), ACCESSIBLE SPACES; SO AS TO COMPLY WITH ADA ACCESS REQUIREMENTS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-173, Off-Street Parking Standards; Subsection (d), Design of Parking Areas; Paragraph (4), Accessible Spaces; is hereby amended to read as follows:

- (4) *Accessible spaces.* Where parking is provided, accessible parking spaces shall be provided in accordance with the requirements set forth in this subsection.
- a. *Number of spaces.* The required number of accessible parking spaces shall be provided in accordance with the following table:

TABLE VII-2

<u>Total Parking Spaces Provided</u>	<u>Required Number of Accessible Spaces</u>
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	10
More than 1,000	10, plus one for each 100 over 1,000

<u>Total Number of Parking Spaces Provided (per lot)</u>	<u>(Column A) Total Minimum Number of Accessible Parking Spaces (60" and 90" aisles)</u>	<u>Van-Accessible Parking Spaces with minimum 96"-wide access aisle</u>	<u>Accessible Parking Spaces with minimum 60"-wide access aisle</u>
<u>1 - 25</u>	<u>1</u>	<u>1</u>	<u>0</u>
<u>26 - 50</u>	<u>2</u>	<u>1</u>	<u>1</u>

<u>51 – 75</u>	<u>3</u>	<u>1</u>	<u>2</u>
<u>76 – 100</u>	<u>4</u>	<u>1</u>	<u>3</u>
<u>101 – 150</u>	<u>5</u>	<u>1</u>	<u>4</u>
<u>151 – 200</u>	<u>6</u>	<u>1</u>	<u>5</u>
<u>201 – 300</u>	<u>7</u>	<u>1</u>	<u>6</u>
<u>301 – 400</u>	<u>8</u>	<u>1</u>	<u>7</u>
<u>401 – 500</u>	<u>9</u>	<u>2</u>	<u>7</u>
<u>501 – 1,000</u>	<u>2% of total parking provided in each lot</u>	<u>1/8 of Column A*</u>	<u>7/8 of Column A**</u>
<u>1,001 and over</u>	<u>20, plus 1 for each 100 over 1,000</u>	<u>1/8 of Column A*</u>	<u>7/8 of Column A**</u>

* 1 out of every 8 accessible spaces

** 7 out of every 8 accessible spaces

- b. *Location.* Accessible parking spaces shall be located on the shortest accessible route of travel from adjacent parking to an accessible building entrance. In parking facilities that do not serve a particular building, accessible parking spaces shall be located on the shortest route to an accessible pedestrian entrance to the parking facility. Where buildings have multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located near the accessible entrances.
- c. *Size of accessible spaces.* Accessible parking spaces shall be ninety-six (96) inches wide minimum and shall have an adjacent access aisle complying with subsection d. below.
- d. *Access aisle.* Parking access aisles shall be part of the accessible route to the building and shall be provided for all accessible spaces provided in a parking area. Two (2) parking spaces shall be permitted to share a common access aisle. Access aisles shall be marked so as to discourage parking in them.
1. *Width.* Access aisles serving accessible parking spaces shall be a minimum of ninety-six (96) inches wide. Van-accessible spaces require a minimum ninety-six (96)-inch wide access aisle. All other accessible spaces shall be at least sixty (60) inches wide.
 2. *Length.* Access aisles shall extend the full length of the parking spaces they serve.
- e. *Floor or ground surfaces and clearance.* Parking spaces and access aisles shall have surface slopes not steeper than ~~1:48~~ 1:50. Access aisles shall be at the same level of the parking spaces they serve.

- f. *Signage.* Accessible parking spaces shall be identified by signs including the International Symbol of Accessibility. Van-accessible spaces shall have a sign designating them as van-accessible.

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 _____, 2011.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2011.

Michelle M. Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 27, 2011 (tentative)
First Reading: September 27, 2011 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Valhalla Micro Surfacing Project [**PAGES 59-60**]

Notes

September 27, 2011 - The D&S Committee recommended that Council approve awarding of the contract to Roadway Management Inc. in the amount of \$246,205.45. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Valhalla Micro Surfacing Project RC-CN-505-1112

A. Purpose

County Council is requested to approve the contract for the Valhalla Micro Surfacing project to Roadway Management, Inc in the amount of \$246,205.45. This is the amount the CTC has allocated for this project. This contractor is the lowest, responsible, responsive bidder.

B. Background / Discussion

Valhalla Drive was originally part of the FY2007 resurfacing project as Additive #7. The FY2007 resurfacing project was funded by the CTC for \$1.4 million dollars. When the FY2007 resurfacing project was bid, there was not enough funding to resurface all of the additives and Valhalla Drive was taken out of the contract to be a stand alone project due to insufficient funding from the CTC at that time.

The CTC now has a positive balance and has allocated \$246,205.45 dollars in funding for this project. The project bid from Roadway Management, Inc. is in the amount of \$219,856.24. This leaves a balance of \$26,349.21 that can be used for any change orders or overruns.

This project will utilize a Pavement Preservation technique called Microsurfacing. Microsurfacing is an approximate ¾” lift of asphalt overlaid onto an existing road. Microsurfacing is an alternative for resurfacing when the surface course of asphalt is in a diminished condition but the road base course and subgrade are in good condition. The subgrade and base course on most of Valhalla Drive is in good condition. There will be some areas that will be full depth patched before the microsurfacing takes place. This method will be used instead of the typical mill and resurface technique which requires the pavement to be milled to a depth of 1” to 2” and then a 1” to 2” layer of asphalt overlaid onto the exposed asphalt or base.

The areas that need full depth patching have been assessed and are part of the contract as well as the restriping of Valhalla Drive.

C. Financial Impact

The Valhalla Microsurface project was bid on August 18, 2011. There were three (3) bidders. The bid amounts are listed below in order of lowest to highest. Public Works recommends awarding the contract to Roadway Management, Inc. in the amount of \$246,205.45. This contractor was the lowest, responsive, responsible bidder.

<u>Bidder</u>	<u>Amount</u>
Roadway Management Inc.	\$219,856.24
Reeves Construction	\$297,262.81
Missouri Petroleum	\$311,142.52

The funding for this project will come from the CTC. The CTC has allocated \$246,205.45 dollars to the project.

D. Alternatives

There are two (2) alternative for this ROA

- 1) Approve the contract for Roadway Management Inc. for the Valhalla Microsurface project in the amount of \$246,205.45
- 2) Do not Approve the contract for Roadway Management Inc. for the Valhalla Microsurface project in the amount of \$246,205.45

E. Recommendation

It is recommended that Council approve the request to award the contract to Roadway Management Inc. in the amount of \$246,205.45.

Recommended by: David Hoops, P.E. Department: Public Works Date: August 19, 2011

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date:

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 9/14/11

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: recommendation should be to approve award of contract to the lowest, responsive and responsible bid to Roadway Management Inc. for amount bid of \$219,856.24 with a not to exceed a twelve (12%) percent contingency.

Legal

Reviewed by: Larry Smith Date:

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommendation of approval consistent with comments of the Procurement Director..

Administration

Reviewed by: Sparty Hammett Date: 9/19/11

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of awarding the contact to Roadway Management Inc.

Richland County Council Request of Action

Subject

North Paving Project- Wade Kelly Road Right of Way [**PAGES 62-63**]

Notes

September 27, 2011 - The D&S Committee recommended that Council approve the request to pay the appraised amounts for the right-of-way for Wade Kelly Road in the amount of \$4,000. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: North Paving Project-Wade Kelly Road Right of Way

A. Purpose

County Council is requested to approve the appraised payments for three (3) properties that abut up to Wade Kelly road. These three properties are the remaining Right of Way that needs to be obtained for the paving of Wade Kelly Road. All three property owners have agreed to the appraised amounts. The properties and appraised amounts are as follows:

TMS#20606-03-03 – 222 Soft Stone Drive, Blythewood, SC 29169 - \$1,700 (10,290sf or .24ac)

John M. and Melissa R. Padgett

TMS#20606-03-02 -220 Soft Stone Drive, Blythewood, SC 29169 - \$2,100 (13,098sf or .3ac)

Christopher P. And Donna M. Reliford

TMS#20606-03-01 - 218 Soft Stone Drive, Blythewood, SC 29169 - \$200 (909sf or .02 Ac)

Yancy Z. and Shamiqvia McPherson

B. Background / Discussion

Wade Kelly Road is part of the North Paving Project. Before Richland County can pave Wade Kelly Road, we had to obtain the necessary fifty (50') foot right of way needed for rural roads. These are the three remaining parcels that we had not obtained Right of Way from. We had these three properties appraised by a certified real estate appraiser. All three property owners on Soft Stone Drive, that have property that backs up to Wade Kelly Road have agreed with the appraised amounts.

The properties and appraised amounts are as follows:

TMS#20606-03-03 – 222 Soft Stone Drive, Blythewood, SC 29169 - \$1,700 (10,290sf or .24ac)

John M. and Melissa R. Padgett

TMS#20606-03-02 -220 Soft Stone Drive, Blythewood, SC 29169 - \$2,100 (13,098sf or .3ac)

Christopher P. And Donna M. Reliford

TMS#20606-03-01 - 218 Soft Stone Drive, Blythewood, SC 29169 - \$200 (909sf or .02 Ac)

Yancy Z. and Shamiqvia McPherson

C. Financial Impact

CTC has allocated approximately 4 million dollars for the North and South Paving Projects. This funding will come from the CTC allocated funding for the North Paving Project. The total financial impact for this right of way acquisition is \$4,000 dollars

D. Alternatives

There are two (2) alternative for this ROA

- 1) Approve the payment of the appraised amounts for the right of way for Wade Kelly Road in the amount of \$4,000.
- 2) Do not approve the payment of the appraised amounts for the right of way for Wade Kelly Road in the amount of \$4,000. This will result in not paving this portion of Wade Kelly Road.

E. Recommendation

It is recommended that Council approve the request to pay the appraised amounts for the right of way for Wade Kelly Road in the amount of \$4,000 dollars.

Recommended by: David Hoops, P.E. Department: Public Works Date: August 22, 2011

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 9/13/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 9/14/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Larry Smith Date:
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett Date: 9/19/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Recommend approval of the purchase of right-of-way for Wade Kelly Road.

Richland County Council Request of Action

Subject

Condemnation of Private Property for Use as a Drainage Easement [**PAGES 65-66**]

Notes

September 27, 2011 - The D&S Committee recommended that Council approve staff's request to condemn the private adjacent to Beaver Dam Road (TMS # R22708-04-11) contingent on the following: Staff is to send a letter to the landowner giving the landowner a specified amount of time to accept the County's proposal of installing a curb inlet at the road and pipe down to an existing junction box on the landowner's property. If the landowner does not accept the County's proposal the County will proceed with the condemnation process and condemn 403 square foot of the landowner's property adjacent to Beaver Dam Road for \$100. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Condemnation of Private Property for Use as a Drainage Easement

A. Purpose

County Council is requested to approve the condemnation of 403 SF of private property (TMS # R22708-04-11) adjacent to Beaver Dam Rd. An appraisal was obtained for the 403 SF, and the appraised value is \$100.

B. Background / Discussion

Engineering has a project to address flooding on a citizen's property and in the road at the location of 135 Beaver Dam Rd.

The proposed solution is to install a curb inlet at the road and pipe down to an existing junction box on Mr. Zuckerberg's (citizen) property. In order to do this, we would have to cross a 20' piece of property that lies between the road right-of-way and Mr. Zuckerberg's property.

We tried for several months to obtain an easement from Mr. Ogburu, the owner of TMS # R22708-04-11. Because we were never able to get a response, Richland County Engineering sent him a certified letter informing him of our proposed work and our need for an easement. Finally, Mr. Ogburu contacted Engineering and wanted to discuss being financially compensated in return for giving the County an easement across his property. Engineering meet with Mr. Ogburu to discuss compensation. During the next several weeks, we tried to make contact with Mr. Ogburu to discuss the compensation and were unable to get a further response from Mr. Ogburu. Richland County Engineering then prepared an ROA for the condemnation of this land needed for the easement. Richland County Engineering was given the direction of getting the property appraised and then preparing an ROA for the condemnation along with an appraisal value. The appraised value for this land is \$100.

C. Financial Impact

The financial impact is \$100 that the County will pay for the easement crossing TMS # R22708-04-11.

D. Alternatives

1. Approve the request to condemn 403 SF of private property (TMS # R22708-04-11) adjacent to Beaver Dam Rd. for \$100.
2. Do not approve the request to condemn 403 SF of private property (TMS # R22708-04-11) adjacent to Beaver Dam Rd. for \$100.

E. Recommendation

It is recommended that Council approve the request to condemn 403 SF of private property (TMS # R22708-04-11) adjacent to Beaver Dam Rd. for \$100.

Recommended by: David Hoops Department: Public Works Date: August 22, 2011

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 9/13/11

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Financial impact is immaterial therefore approval based on recommendation of Public Works Director.

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/14/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Condemnations are at the discretion of County Council.

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The decision regarding condemning this property is within the discretion and legal authority of the Council. However, if this property is condemned and the parties can't reach an agreement on the fair market value of the property taken, a Circuit Court Judge or Master –In- Equity will decide what he will receive in the form of compensation. Therefore, the financial impact to the county, based on the condemnation, is unknown at this time.

Administration

Reviewed by: Sparty Hammett

Date: 9/20/11

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the request to condemn 403 SF of private property (TMS # R22708-04-11) adjacent to Beaver Dam Rd. for \$100.

Richland County Council Request of Action

Subject

Franklin Park and Albene Park Water Systems **[PAGES 68-69]**

Notes

September 27, 2011 - The D&S Committee recommended that Council approve the permanent transfer of the Franklin Park and Albene Park water systems to the County with the following contingencies: (a) Council appropriately address the Hopkins system non-conformity to the Council approved unified user rate in 2009 and (b) ensure that appropriate language is included with any agreement between Richland County and DHEC that would protect the County from any financial burden or unnecessary expense associated with closing the existing systems covered under the receivership agreement as the new County system comes on line. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Franklin Park and Albene Park Water Systems

A. Purpose

The purpose of this report is to seek County Council's approval to proceed with the permanent transfer of the Franklin Park and Albene Park community water systems to Richland County.

B. Background

Richland County Utilities has been operating the Franklin Park and Albene Park community water systems under a receivership agreement with DHEC since July 28, 2005. Under this agreement, Richland County is appointed the temporary operator until a permanent receiver is appointed by the Courts.

Richland County is currently undertaking a water project that will provide water service to Hopkins and the surrounding community. Included in the water project are provisions for connecting all existing customers in both the Franklin Park and Albene Park subdivisions to the new water systems. Before these connections can be completed, a permanent transfer of the existing facilities to Richland County needs to be completed.

C. Discussion

Under the provisions of the receivership agreement, the DHEC legal staff will assist Richland County with the court actions required to complete the permanent transfer of the existing facilities to Richland County. The purpose of this report is to request County Council's approval to proceed with the transfer of the Franklin Park and Albene Park water systems only. The Franklin Park sewer system will remain under the receivership agreement and addressed at a later date.

D. Financial Impact

The Hopkins Community water system has been designed and constructed to incorporate these two existing systems into the new water system. No additional funds will be required to accept these systems on a permanent basis. Monthly revenue generated by these existing customers will help offset the operating cost of the new water system.

E. Alternatives

1. Approve the permanent transfer of the Franklin Park and Albene Park water systems to the County.
2. Cancel the existing receivership agreement with DHEC for the operation of these systems.

F. Recommendation

It is recommended that County Council authorize County Staff to work with the DHEC legal staff to complete the permanent transfer of the Franklin Park and Albene Park water systems to Richland County.

Recommended by: Andy H. Metts **Department:** Utilities **Date** 9/13/11

G. Reviews

Please indicate your recommendation with a before routing to the next recipient. Thanks.

Finance

Reviewed by: Daniel Driggers

Date: 9/14/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval but would encourage the County to consider the following contingencies in order to better protect the sustainability of the system: a) appropriately address the Hopkins system non-conformity to the council approved unified user rate in 2009. The current and future lost revenue due to non-compliance has unnecessarily exposed the County to a higher level of risk, and b) ensure that appropriate language is included with any agreement between Richland County and DHEC that would protect the County from any financial burden or unnecessary expense associated with closing the existing systems covered under the receivership agreement as the new County system comes on line.

Procurement

Reviewed by: Rodolfo Callwood

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The decision of accepting the responsibility of operating Albene and Franklin Park is within the discretion of the Council and is a decision that Council has the legal authority to make. However, I would recommend that the Council may want to consider what liability, if any, the county would undertake with the operation of the parks? In addition, it may be helpful to Council to know how many paying customers there are on the system and if there is sufficient revenue for the system to be self sufficient?

Administration

Reviewed by: Sparty Hammett

Date: 9/20/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the permanent transfer of the Franklin Park and Albene Park water systems to the County with the contingencies identified by the Finance Director.

Richland County Council Request of Action

Subject

Petition to close Road/Portion of Beckham Swamp Road - Consent Order [PAGES 71-75]

Notes

September 27, 2011 - The D&S Committee recommended that Council approve the petitioner's request to close a portion of Beckham Swamp Road and direct Legal to execute the proposed Consent Order. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Petition to close Road/portion of Beckham Swamp Road—CONSENT ORDER

A. Purpose

County Council is requested to consider a petition filed with the circuit court to close a portion of Beckham Swamp Road, which is currently a State maintained road located in Richland County. Plaintiffs have proposed a Consent Order in this case that Council is also requested to consider.

B. Background / Discussion

Petitioner filed with the circuit court to close a portion of Beckham Swamp Road, which is a State maintained road located within unincorporated Richland County. According to the petition, the subject portion of the roadway abuts Petitioner's property and is not used by any abutting property owners for access to their properties. Petitioner requests that the court abandon or close the roadway and vest title with the Petitioner. A copy of the petition is attached for your convenience.

This ROA was originally drafted for the June committee meetings; however, due to concerns from Emergency Services and Public Works, it was pulled from the agenda. In the interim, Larry Smith have worked with the petitioners to make sure that Emergency Services vehicles can easily access any portion of the subject road after the road is closed. This office believes that the attached Consent Order alleviates all the concerns expressed by the departments.

See below for the relevant county ordinance regarding road closing.

Sec. 21-14. Abandonment of public roads and right-of-ways.

- (a) Any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with section 57-9-10, et seq. of the state code of laws. The petition shall name the county as a respondent (unless the county is the petitioner). The county attorney shall advise the court with regard to the county's concurrence or opposition after consultation with the county's planning, public works, and emergency services departments, and after consideration by county council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful. The county attorney may submit such petition on behalf of the county if so directed by county council.
- (b) Any person or organization wishing the county to abandon maintenance on an existing county-maintained street, road or highway shall submit to the public works department a petition to do so signed by the owners of all property adjoining the road and by the owners of all property who use the road as their only means of ingress/egress to their property. The petition shall state that the property owners release

and indemnify the county from any duty to maintain the road. At the recommendation of the county engineer, the county administrator shall have the authority to act on a petition that involves a dead-end road; county council shall have the authority to approve petitions under all other circumstances. If the petition is approved, the county engineer may require the property owners to place an appropriate sign alongside or at the end of the road.

C. Financial Impact

There is no known financial impact with this request.

D. Alternatives

1. Approve petitioner’s request to close the subject road and direct Legal to execute the proposed Consent Order.
2. Do not approve petitioner’s request to close the subject road and give the Legal Department guidance on how to proceed.

E. Recommendation

The Legal Department recommends approval of the attached Consent Order.

Recommended by: Elizabeth McLean Department: Legal Date: 9/12/11

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 9/14/11
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation: Based on legal recommendation

Public Works

Reviewed by: Don Chamblee Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Planning

Reviewed by: Amelia Linder Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Emergency Services

Reviewed by: Michael Byrd Date:
xxx Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Emergency Access to the closed portion of the road has been addressed.

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Administration

Reviewed by: J. Milton Pope

✓ Recommend Council approval

Comments regarding recommendation: Recommend approval

Date: 9-16-11

Recommend Council denial

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
) CIVIL ACTION NO. 2011-CP- 40-03072

Prospect Hill of Edisto Island, LLC,)
 Finlay Tucker, LLC and Beckham)
 Swamp, LLC)

Petitioner(s),)

vs.)

South Carolina Department of)
 Transportation, Richland County)
 and South Carolina Electric & Gas)
 Company)

Respondent(s))

CONSENT ORDER

This matter is before the Court upon the Summons and Petition for Abandonment and Closure of Road by the captioned Petitioners, seeking an Order from this Court that the portion of Beckham Swamp Road within the boundaries of Petitioners Prospect Hill of Edisto Island, LLC's and Finlay Tucker, LLC's property bearing Richland County Tax Map Numbers 13300-01-01 and 13300-01-05 and being shown as "BECKHAM SWAMP ROAD – S.C. HIGHWAY NO. 519" on that certain Division Plat prepared for Frank Hampton Farms, LLC by B.P. Barber & Associates, Inc., dated March 16, 2006, last revised March 21, 2006, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 1162 at Page 387, be permanently abandoned, closed, discontinued, vacated and that any and all rights the Respondents or the public-at-large have or may have in and to the same and the obligations of South Carolina Department of Transportation to maintain the same be permanently terminated pursuant to §57-9-10, et. seq. of the South Carolina Code of Laws (1976), as amended, and further, pursuant to §57-9-20 of the South Carolina Code of Laws (1976), as amended, seeking an Order vesting fee simple title to said portion of Beckham Swamp Road in and to Petitioner Prospect Hill of Edisto Island, LLC.

It appearing that all Respondents have consented to the abandoning, closing, discontinuing, or vacating of said portion of Beckham Swamp Road, and, further, Respondents have no objection to the vesting of title in the name of the Petitioner Prospect Hill of Edisto

Island, LLC; provided in no way will the rights of Respondent, South Carolina Electric & Gas Company (SCE&G) pursuant to any easements or rights of way previously granted to Respondent, SCE&G, or otherwise obtained by Respondent, SCE&G, be adversely affected in any way, it is further acknowledged that SCE&G shall have a perpetual right of access to any of its easements and rights of ways over the abandoned portions of Beckham Swamp Road or equivalent routes and, provided further, that Respondents, SCE&G and Richland County, shall, upon request and where applicable, be provided access codes to any and all locks attached to gates and fences blocking the portion of Beckham Swamp Road being closed herein and shall not be liable to Petitioners for cutting any locks and/or removing any gates or fences on the portion of Beckham Swamp Road being closed should either of the aforesaid Respondents need to access Petitioners' property via Beckham Swamp Road, it is

ORDERED that said portion of Beckham Swamp Road be permanently abandoned, closed, discontinued, or closed, and that, pursuant to §57-9-20 of the South Carolina Code of Laws (1976), as amended, and fee simple title to said portion of Beckham Swamp Road be, and hereby is, vested in Prospect Hill of Edisto Island, LLC and that a copy of this Order be filed with the Richland County Register of Deeds; provided in no way will the rights of Respondent, SCE&G pursuant to any easements or rights of way previously granted to Respondent, SCE&G, or otherwise obtained by Respondent, SCE&G, be adversely affected in any way, it is further acknowledged that SCE&G shall have a perpetual right of access to any of its easements and rights of ways over the abandoned portions of Beckham Swamp Road or equivalent routes and, provided further, that Respondents, SCE&G and Richland County shall not be liable to Petitioners for cutting any locks and/or removing any gates or fences on the portion of Beckham Swamp Road being closed should either of the aforesaid Respondents need to access Petitioners' property via Beckham Swamp Road.

IT IS SO ORDERED.

Presiding Judge
Fifth Judicial Circuit

Richland County, South Carolina

_____, 2011

Richland County Council Request of Action

Subject

Annual Renewal of the Fleet Maintenance and Repair Contract [**PAGES 77-79**]

Notes

September 27, 2011 - The A&F Committee recommended that Council approve the request to renew the contract with First Vehicle Services to provide for the maintenance and repair of County Fleet vehicles and equipment through 2012. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Annual Renewal of the County Fleet Maintenance and Repair Contract

A. Purpose

County Council is requested to approve, with no cost increase, the annual renewal of the County fleet maintenance agreement with First Vehicle Services in the amount of \$2,068,123.00 for the purpose of providing fleet maintenance and repair services for Richland County's fleet of vehicles and equipment.

B. Background / Discussion

The fleet maintenance contract was last bid in 2007, and awarded to First Vehicle Services. The current contract is entering the final year of this five year agreement, renewable annually on January 1. Fleet Management will be working with Procurement during the current fiscal year to prepare the next solicitation for Fleet Maintenance services. The terms of the renewal are negotiated annually with First Vehicle Services prior to the budget cycle, to include any requested increases based on the maintenance needs of the County. First Vehicle Services has not requested an increase for the past two years, supporting the County budget goal of not increasing operational funding. Additionally, in each of those years they have returned allocated funds to the County by completing the year under the allocated budget. Under the terms of the contract, ninety percent of remaining funding at the end of the year is returned to the County. This has been accomplished through a close partnership in searching for more efficient ways to maintain service while better controlling costs, for example, by doing more diagnostic testing and major vehicle repairs in house rather than sending units to the dealer, resulting in greatly reduced labor costs.

First Vehicle Services has achieved ASE Blue Seal certification every year since 2004, the highest certification awarded to a maintenance shop operation. They have Master technicians in light and heavy vehicles and equipment, as well as specialized Master Emergency Vehicle Technicians (EVT) maintaining the County's fleet. The shop processed over 7,000 work orders in FY11, with half being preventative maintenance (PM) inspections, which include a complete maintenance and safety inspection, in addition to the planned maintenance and service. Richland County Fleet has been named one of the Top 100 Public Fleets in North America for the last six years.

As this is the final year of eligibility under the current contract terms, this service to the County will be advertised in 2012 within a timeline to ensure uninterrupted service to the County.

C. Financial Impact

There is no financial impact associated with this request, as the contract costs were approved in the Fiscal Year 2011-2012 budget process.

D. Alternatives

1. Approve the request to renew the contract with First Vehicle Services to provide for the maintenance and repair of County Fleet vehicles and equipment through 2012.
2. Do not approve the request to renew the contract with First Vehicle Services and direct staff to advertise for these services at this time in lieu of advertising and preparing for next fiscal year.

E. Recommendation

It is recommended that Council approve alternative one to renew the contract with First Vehicle Services to provide for the maintenance and repair of County Fleet Vehicles and Equipment.

Recommended by: Bill Peters, Fleet Manager Department: Support Services Date: 8/26/11

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 9/13/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 9/14/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Larry Smith Date:
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:


Administration

Reviewed by: Tony McDonald Date: 9/14/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Funding for the proposed contract renewal has been appropriated in the FY 12 budget.

September 1, 2011

TO: Rodolfo Callwood
Procurement Director
Richland County, SC

Thru: Bill Peters
Fleet Manager
Richland County, SC

FROM: Randy W. Book 
General Manager
First Vehicle Services
Richland County Division

SUBJECT: Contract Extension for January 1, 2012 -- December 31 2012.

First Vehicle Services is not requesting a budget increase in the base 2011 budget for the upcoming fiscal year.

With the increased technology in automotive maintenance, we have trained and certified the majority of our technicians in Automotive Service Excellence (ASE) and four technicians in Ambulance Emergency Vehicle Technician (EVT) and two technicians as Pursuit Vehicle Technicians (EVT).

First Vehicle Services, Richland County Service Center, became Blue Seal Certified in fiscal year 2004 and was renewed in 2005, 2006, 2007, 2008, 2009, 2010 and 2011. In partnership with Richland County, we have also been awarded Top 100 Fleets in North America in 2006, 2007, 2008, 2009, 2010 and 2011. What this means to you as the customer is excellence in quality of work being performed on your vehicles and equipment.

Below are budget proposal for January 1, 2012 through December 31, 2012.

Budget Year January 1, 2012 through December 31, 2012

1.	PARTS	\$ 624,506
2.	LABOR	\$ 995,481
3.	OTHER OPERATING EXPENSE	\$ 176,045
4.	ADMINISTRATIVE EXPENSE	\$ 103,221
5.	MANAGEMENT FEE	\$ 168,875
	TOTAL	<u>\$ 2,068,128</u>
6.	1/12 Billing	\$ 172,344

Cc: Steve Breedon, Regional Vice President, First Vehicle Services
Dale Domish, Senior Vice President, First Vehicle Services

Richland County Council Request of Action

Subject

Automatic Vehicle Locations Systems-Sheriff's Department [**PAGES 81-82**]

Notes

September 27, 2011 - Staff informed the committee that Council previously approved \$300,000, which was the full amount requested by the Sheriff's Department, during the FY12 budget process. As for the additional request of \$325,203, the committee recommends that \$100,000 be used from the FY11 Sheriff Department vehicle bond and the remaining \$225,203 be provided through the FY12 Sheriff Department vehicle bond. The committee recommended that the FY 12 funding (\$225,203) be re-appropriated in the Sheriff's FY 13 budget. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Automatic Vehicle Locations Systems –Sheriff Department

A. Purpose

County Council, having allocated appropriations in the FY12 budget for the Automatic Vehicle Locations System (AVL), is being requested to approve a proposed \$300,000 for the down payment. We will also need approval for lease payments totaling \$325,203.14 to be made for three consecutive years starting in 2012 and ending in 2014.

B. Background / Discussion

The Richland County Sheriff's Department is requesting approval to expend these funds to purchase an Automatic Vehicle Locations Systems. This need has been evolving starting from the beginning of the talks for the new Computer Aided Dispatch system over 5 years ago. Fire, EMS and CPD have already implemented AVL systems in their emergency response vehicles.

C. Financial Impact

2011 Sheriff Down payment (to be made in 2011)	Costs \$300,000.00
Payments to be made: October 15, 2012 October 15, 2013 October 15, 2014	
Total Request	\$625,203.14

D. Alternatives

1. Approve the request to fund the lease/purchase of these systems to enable 911 Dispatchers to instantly and automatically locate and dispatch the closest emergency vehicle to any call for service. Other units on the road will be able to quickly and accurately locate fellow officer's vehicles in the event of an emergency. Commanders in the field will be able to constantly check on unit movement to more effectively deploy manpower.
2. Do not approve, RCSD will continue to operate without the benefit of instant and automatic location dispatch delaying response to calls for service.

E. Recommendation

It is recommended that Council approve this request to improve response times, increase dispatch efficiency, increase officer safety and track fleet movement.

Recommended by: *Chief Deputy Steve Birnie* Department: *Richland County Sheriff's Department* Date: *August 30, 2011*

Item# 23

Attachment number 1
Page 1 of 2

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 9/19/11

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation: This is a funding decision for Council. Approval of additional funds would require identification of a funding source and a budget amendment. We have discussed a funding option with Administration that will be included in their comments below.

Procurement

Reviewed by: Rodolfo Callwood

Date: 9-19-11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/21/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision.

Administration

Reviewed by: Sparty Hammett

Date: 9/22/11

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the \$300,000, which was the full amount requested and approved during the FY12 budget process. As indicated by the Finance Director, the additional \$325,203 would require identification of a source of funding. For the remaining \$325,203, recommend the following: use \$100,000 from the FY11 Sheriff's vehicle bond and the remaining \$225,203 from the FY 12 Vehicle Bond. The FY12 Funding (\$225,203) will then be re-appropriated in the Sheriff's FY 13 budget.

Richland County Council Request of Action

Subject

C&D Disposal Services Contract [**PAGES 84-85**]

Notes

September 27, 2011 - The A&F Committee recommended that Council approve staff's recommendation to negotiate and award a one year contract to Loveless and Loveless at \$8.25 per ton. No contract will be awarded that exceeds the approved FY 2011 budget for these services. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: C&D Disposal Services Contract

A. Purpose

"County Council is requested to approve the Contract Negotiations process Between the Richland County Solid Waste & Procurement department's and Loveless and Loveless C&D landfill for the purpose of C&D disposal services. Council is also requested to allow the Procurement Director to enter into a contract agreement based on outcome of negotiations.

B. Background / Discussion

- The Solid Waste Department contracts for C&D disposal Services for materials collected at the Lower Richland County drop off facility and yard waste from residential collections on the SE side of Richland County.
- C&D Materials from Lower Richland drop-off and residential yard waste collections have been going to the Waste Management C&D landfill during the 2009-2011 periods.
- The current disposal contract with Waste Management has expired as of the end of June 2011 and the procurement department was directed to rebid for these services.
- Two bids were received Waste Management and Loveless and Loveless, with the lowest bid being Loveless and Loveless.
- County Council has approved several contracts in the past with Loveless and Loveless over the past years to provide the same type of services.

C. Financial Impact

The Lower Richland drop off facility as well as residential curbside yard waste disposal cost is part of the solid waste department's enterprise fund. All cost for the disposal and transportation of C&D materials collected at the Facility or at curbside are budgeted and funded out of the solid waste enterprise fund yearly.

Funds for this contract are included in the Solid Waste Department Budget and are generated by user fees.

Below is a projected cost for the 2010-2011 budget years. This will not negatively impact the solid waste enterprise fund.

2010-2011 Budgeted Estimated expenses	
2101365006-527200 Special Contracts	\$300,000
2101365003- 527200 Special Contracts	\$100,000
<hr/>	
Estimated cost	\$400,000
<hr/>	

No Contract will be awarded that exceeds the approved fiscal year 2011 budget for these services.

Alternatives

1. Approve the request to... *negotiate and award* a new contract to Loveless and Loveless.
2. Do not approve - this would incur additional collection cost due to excess travel time for haulers bringing materials to the Richland County C&D landfill from the other side of the County.

D. Recommendation

"It is recommended that County Council approve the request to negotiate and authorize the Procurement Director to sign and enter into a contract with Loveless and Loveless based on satisfactory negotiations.

Recommended by: Paul F. Alcantar Department: Solid Waste Department Date: 08/31/11

F. Reviews

(Please **SIGN** your name, the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 9/7/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Dollars are included in budget as indicated.

Procurement

Reviewed by: Rodolfo Callwood Date: 9/9/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Recommendations should be to award a contract to Loveless and Loveless the lowest, responsive and responsible bidder for bid RC-002-B-1112 for Construction & Demolition Landfill Disposal

Legal

Reviewed by: Larry Smith Date: _____
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Approval as recommended by the Richland County Office of Procurement.

Administration

Reviewed by: Tony McDonald Date: 9/20/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Recommend approval of the award of a contract to Loveless and Loveless, the lowest responsive, responsible bidder. The bid results are as follows: Loveless and Loveless, \$8.25 per ton; Waste Management, \$8.89 per ton.

Richland County Council Request of Action

Subject

Construction Services/Airport Tree Obstruction Removal-Cherokee Inc. Contract **[PAGES 87-91]**

Notes

September 27, 2011 - The A&F Committee recommended that Council approve the request to authorize executing a contract with Cherokee Incorporated for Airspace Tree Obstruction Removal construction phase services in the amount of \$268,750. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Construction Services / Airport Tree Obstruction Removal Cherokee Inc. Contract

A. Purpose

County Council is requested to approve a contract for construction services with Cherokee, Incorporated of Columbia, SC for the removal of trees surrounding the airport that penetrate the airport airspace and are obstructions at Jim Hamilton – LB Owens Airport (CUB).

B. Background / Discussion

This is the construction phase of a project designed to remove airspace tree penetrations at the Jim Hamilton – LB Owens Airport. This project phase will be limited to removing trees located on County owned property and within adjacent railroad right of way.

Over the years, trees have grown up on properties surrounding the airfield. These trees penetrate the airspace surrounding Runway 13/31. One of our obligations associated with accepting Airport Improvement Program grant funds for airport development is maintaining our airspace free of obstructions. Survey and design of this project was performed by our Airport Engineer, the LPA Group (who will also provide construction administration and inspection services for this project) and funded from a grant provided last federal fiscal year.

More importantly, this project will enhance safety for aircraft by ensuring clear, unobstructed airspace in the vicinity of the airport.

Information regarding the recommended award by the consultant project manager, Disadvantaged Business Enterprise (DBE) participation in the project, and the certified bid tabulation sheet are contained in the enclosure. This project is primarily funded by Federal and State grants, with funding information provided below. The total project cost is \$268,750.

C. Financial Impact

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

Federal (FAA)	95%	\$255,313	AIP Grant accepted
State (SCAC)	2.5%	\$ 6,718	Grant applied for
Local (RC)	2.5%	\$ 6,719	Included in current FY budget
Total	100%	\$268,750	

Federal funds have been issued in AIP Grant 3-45-0017-017-2011. State funds have been applied for, and Local funds are included in the current FY airport capital budget.

D. Alternatives

The alternatives available to County Council follow:

1. Approve the request to authorize executing a contract for Airspace Tree Obstruction Removal construction phase services. This will permit the removal of trees surrounding the airport which have grown into the airspace which will enhance safety and ensure compliance with our Federal Grant obligations.
2. Do not approve the request to authorize executing a contract for Airspace Tree Obstruction Removal construction phase services. There will be no enhancement to airport safety and we will not be complying with our Federal Grant obligations.

E. Recommendation

It is recommended that Council approve the request to authorize executing a contract with Cherokee Incorporated for Airspace Tree Obstruction Removal construction phase services.

Recommended by:	Department:	Date:
Christopher S. Eversmann, PE, CM	Airport	September 13, 2011

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: 9/15/11
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Procurement

Reviewed by: <u>Rodolfo Callwood</u>	Date: 9/15/11
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Grants

Reviewed by: <u>Sara Salley</u>	Date: 9/19/11
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: <u>Larry Smith</u>	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: <u>Tony McDonald</u>	Date: 9/19/11
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Recommend approval. This project is being paid for, in large part (97.5%) through Federal and State grants. The County's portion of the cost (2.5%) has been appropriated in the FY 12 budget. Completion of the project	

will enhance safety at the Airport and ensure compliance with our Federal Grant obligations.

September 7, 2011

VIA EMAIL AND US MAIL

Mr. Rodolfo Callwood
Director
Richland County Procurement
2020 Hampton Street, Suite 3064
Columbia, SC 29204

RE: **Recommendation of Award**
Tree Obstruction Removal Project
Jim Hamilton-L.B. Owens Airport

Dear Mr. Callwood:

After examination of the bids received on August 22, 2011 for the above referenced project, THE LPA GROUP INCORPORATED recommends award to Cherokee, Inc. Please note that Cherokee, Inc.'s bid amount has been adjusted due to a mathematical error in the total bid amount (see attached Bid Tab). Furthermore, note that with the correction in the total bid amount their DBE Participation percentage now falls slightly below the 17.78% goal at 17.30%. Their adjusted bid amount of **\$268,750.00** represents the lowest responsive bid from a responsible bidder. We recommend award to Cherokee, Inc. subject to funding availability.

As in past projects, we have prepared a Notice of Award letter to Cherokee, inc. and are prepared to send it upon your direction. Once Notice of Award is transmitted the contracts will be sent to Cherokee, inc. for their execution.

We sincerely appreciate the opportunity to assist the County with this project and look forward to its successful completion. Please call should you have any question regarding this recommendation.

Sincerely,
THE LPA GROUP INCORPORATED



Andy D. Busbee, P.E.
Project Manager

Attachment: Bid Tab

File: 121748.1d

cc: Mr. Chris Eversmann – CUB
Ms. Christy Swofford – Richland County

Q:\CLIENTS\Columbia-Owens\2010 Obstruction Removal\DOCS\BIDDING\Recommend of Award to RCallwood.doc


BID OPENING: Monday, August 22, 2011 at 2:00 PM

JIM HAMILTON-L.B. OWENS AIRPORT
 TREE OBSTRUCTION REMOVAL PROJECT
 FAA AIP NO. 3-45-0017-017-2011
 Bid No. RC-CN-522-1112
 BID TABULATION

Item No. Spec. No.	Item Description	Quantity	Unit	FINAL ENGINEERS ESTIMATE		Cherokee inc.		Phillips & Jordan, Inc.		McClam & Associates, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	08000 Supplementary Insurance Provisions - Railroad Protective Liability Insurance	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
2	01000 Mobilization	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 20,000.00	\$ 20,000.00	\$ 37,000.00	\$ 37,000.00	\$ 25,000.00	\$ 25,000.00
3	01510 CSX Constructed Temporary Railroad Crossing Allowance	1	EACH	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4	01530A CSX Flagman for Work on CSX Railroad Property Allowance	25	DAY	\$ 850.00	\$ 21,250.00	\$ 850.00	\$ 21,250.00	\$ 850.00	\$ 21,250.00	\$ 850.00	\$ 21,250.00
5	01530B Norfolk Southern Flagman for Work on Norfolk Southern Railroad Property Allowance	20	DAY	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00
6	P-151A Clearing	10	ACRE	\$ 5,000.00	\$ 50,000.00	\$ 8,000.00	\$ 80,000.00	\$ 8,500.00	\$ 85,000.00	\$ 18,648.00	\$ 186,480.00
7	P-151B Clearing by Hand	6.5	ACRE	\$ 10,000.00	\$ 65,000.00	\$ 15,000.00	\$ 97,500.00	\$ 10,000.00	\$ 65,000.00	\$ 33,048.00	\$ 214,812.00
8	P-151C Underbrush Removal	2.6	ACRE	\$ 3,500.00	\$ 9,100.00	\$ 5,000.00	\$ 13,000.00	\$ 6,000.00	\$ 15,600.00	\$ 12,500.00	\$ 32,500.00
9	F-162A Remove and Replace 6' Chain Link Fence Includes 3 Strand Barb Wire	250	L.F.	\$ 50.00	\$ 12,500.00	\$ 12.00	\$ 3,000.00	\$ 2.50	\$ 6,250.00	\$ 40.00	\$ 10,000.00
10	F-162B Install 20' Wide Double Leaf Swing Gate	3	EACH	\$ 3,000.00	\$ 9,000.00	\$ 500.00	\$ 1,500.00	\$ 2,200.00	\$ 6,600.00	\$ 3,900.00	\$ 11,700.00
11	E-893 Temporary Silt Fence	2,500	L.F.	\$ 5.00	\$ 12,500.00	\$ 3.00	\$ 7,500.00	\$ 4.00	\$ 10,000.00	\$ 6.00	\$ 15,000.00
Total Bid Amount					\$ 274,350.00		* \$ 268,750.00		\$ 276,700.00		\$ 543,742.00

* Note: Addition error has been corrected in total bid amount.

The attached bid tabulation is an accurate summary of the bids received on the subject project. Any discrepancy in unit prices or extended totals have been identified.


 Certified by Andy Barber, P.E.
 S.C. PB Reg. No. 21252

Richland County Council Request of Action

Subject

Professional Services/ Airport Tree Obstruction Removal-LPA Group **[PAGES 93-101]**

Notes

September 27, 2011 - The A&F Committee recommended that Council approve the request to authorize executing a contract with LPA Group for Airspace Tree Obstruction Removal construction phase professional services in the amount of \$82,650. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Professional Services / Airport Tree Obstruction Removal LPA Group Contract

A. Purpose

County Council is requested to approve a contract for project construction phase professional services with LPA Group of Columbia, SC for the removal of trees surrounding the airport that penetrate the airport airspace and are obstructions at Jim Hamilton – LB Owens Airport (CUB).

B. Background / Discussion

This is the construction phase of a project designed to remove airspace tree penetrations at the Jim Hamilton – LB Owens Airport. This project phase will be limited to removing trees located on County owned property and within adjacent Rail Road right of way.

Over the years, trees have grown up on properties surrounding the airfield. These trees penetrate the airspace surrounding Runway 13/31. One of our obligations associated with accepting Airport Improvement Program grant funds for airport development is maintaining our airspace free of obstructions. More importantly, this project will enhance safety for aircraft by ensuring clear, unobstructed airspace in the vicinity of the airport.

Survey and design of this project was performed by our Airport Engineer, the LPA Group and funded from a grant provided last federal fiscal year.

This request is for construction administration and inspection services for this project as well as assistance with DBE compliance, grant reporting and application, and annual Airport CIP update preparation.

A copy of the consultant’s Work Authorization is contained in the enclosure. This project is primarily funded by Federal and State grants, with funding information provided below. The total project cost for construction phase professional services is \$82,650.

C. Financial Impact

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

Federal (FAA)	95%	\$78,518	AIP Grant accepted
State (SCAC)	2.5%	\$ 2,066	Grant applied for
Local (RC)	2.5%	\$ 2,066	Included in current FY budget
Total	100%	\$82,650	

Federal funds have been issued in AIP Grant 3-45-0017-017-2011. State funds have been applied for, and Local funds are included in the current FY airport capital budget.

D. Alternatives

The alternatives available to County Council follow:

1. Approve the request to authorize executing a contract for Airspace Tree Obstruction Removal construction phase professional services. This will permit the removal of trees surrounding the airport which have grown into the airspace which will enhance safety and ensure compliance with our Federal Grant obligations.
2. Do not approve the request to authorize executing a contract for Airspace Tree Obstruction Removal construction phase professional services. There will be no enhancement to airport safety and we will not be complying with our Federal Grant obligations.

E. Recommendation

It is recommended that Council approve the request to authorize executing a contract with LPA Group for Airspace Tree Obstruction Removal construction phase professional services.

Recommended by:	Department:	Date:
Christopher S. Eversmann, PE, CM	Airport	September 13, 2011

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: 9/19/11
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Procurement

Reviewed by: <u>Rodolfo Callwood</u>	Date: 9/19/11
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Grants

Reviewed by: Sara Salley	Date: 9/20/11
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: <u>Elizabeth McLean</u>	Date: 9/21/11
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Council discretion. The contract has been reviewed by Legal.	

Administration

Reviewed by: Tony McDonald	Date: 9/21/11
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial

3. Comments regarding recommendation: Recommend approval of the proposed contract with LPA. Funds are available as noted. Proceeding with this project will enhance safety at the Airport and ensure compliance with our Federal Grant obligations.

RICHLAND COUNTY, SOUTH CAROLINA

Work Authorization for Professional Services

(Project Identification No.)

No. 28 (Twenty-Eight)

(Work Authorization No.)

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated February 1, 2007.

A. Description of Assignment:

The **CONSULTANT** shall provide construction phase services, as described in Attachments A, B and C for the **2010 Tree Obstruction Removal Project** at **Jim Hamilton – L.B. Owens Airport**, herein after referred to as the **PROJECT**.

SCOPE OF SERVICES

Basic Services:

1. The **CONSULTANT** shall provide Construction Administration services in accordance with Exhibit B, Section I, Paragraph E of the Prime Agreement.

Special Services:

2. The **CONSULTANT** shall provide Construction Inspection services in accordance with Exhibit B, Section II, Paragraph A.8 of the Prime Agreement.
3. The **CONSULTANT** shall provide Obstruction Survey in accordance with, Exhibit B, Section II Paragraph A.2 of the Prime Agreement.
4. The **CONSULTANT** shall provide Grant Services in accordance with, Exhibit B, Section II Paragraph A.1 of the Prime Agreement.
5. The **CONSULTANT** shall provide City/County Permitting Coordination in accordance with, Exhibit B, Section II Paragraph A.1 of the Prime Agreement.
6. The **CONSULTANT** shall provide FY 2011 DBE Accomplishments Reporting in accordance with, Exhibit B, Section II Paragraph A.9 of the Prime Agreement.

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9/8/2011

Item# 26

Attachment number 1
Page 4 of 9

B. Basis of Compensation/Period of Services:

The CONSULTANT shall be paid the following:

1. As compensation for the Construction Administrative/Management Basic Services, as outlined in Section I, the OWNER shall pay the CONSULTANT, the lump sum of **Twenty Two Thousand Five Hundred Fifteen Dollars and No Cents (\$22,515.00)**, as determined by Attachment "A" of this agreement.
2. As compensation for Construction Inspection services for a duration of nine (9) weeks of the PROJECT, the OWNER shall pay the CONSULTANT on the basis of actual costs plus a fixed payment of **Three Thousand Seven Hundred Sixty One Dollars and No Cents (\$3,761.00)**, for a total estimate of **Twenty Eight Thousand Eight Hundred Thirty Five Dollars and No Cents (\$28,835.00)**, as determined by Attachment "B" of this agreement.
3. As compensation for providing the Obstruction Survey, the OWNER shall pay the direct cost of the Surveyor with an estimated fee of **Five Thousand Dollars and No Cents (\$5,000.00)**, plus lump sum Administrative fee of **Five Hundred Dollars and No Cents (\$500.00)**, for a total estimate of **Five Thousand Five Hundred Dollars and No Cents (\$5,500.00)**, as determined by Attachments "B" and "C" of this agreement.
4. For BASIC SERVICES (Grant Services) as outlined in Section A-4 above, the OWNER shall pay the CONSULTANT on the basis of actual hours worked by discipline times the hourly rate for that discipline up to a maximum Not-To-Exceed amount of **Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00)**.
5. For BASIC SERVICES (City/County Permitting Coordination) as outlined in Section A-5 above, the OWNER shall pay the CONSULTANT on the basis of actual hours worked by discipline times the hourly rate for that discipline up to a maximum Not-To-Exceed amount of **Twelve Thousand Dollars and No Cents (\$12,000.00)**.
6. For BASIC SERVICES (FY 2011 DBE Accomplishments Reporting) as outlined in Section A-6 above, the OWNER shall pay the CONSULTANT on the basis of actual hours worked by discipline times the hourly rate for that discipline up to a maximum Not-To-Exceed amount of **Six Thousand Three Hundred Dollars and No Cents (\$6,300.00)**.

Agreed as to scope of services and budget:

For: **RICHLAND COUNTY, SC**

For: **THE LPA GROUP INCORPORATED**

Date: _____

Date: _____

Attachments: A – Construction Administration Services Cost Breakdown
B – Construction Inspection Rate Schedule
C – Survey One, LLC Proposal and Fee

ATTACHMENT "A"

OBSTRUCTION REMOVAL PROJECT JIM HAMILTION - L.B. OWENS AIRPORT COLUMBIA, SOUTH CAROLINA

CONSTRUCTION ADMINISTRATION SERVICES COST BREAKDOWN

D) BASIC SERVICES

CLASSIFICATION	PRECONSTRUCTION	SITE	REVIEW SUBMITTALS	GENERAL	FINAL	TOTALS
	CONFERENCE	VISITS	& PAY REQUESTS	COORDINATION	INSPECTION AND CLOSEOUT	
	MH	MH	MH	MH	MH	MH
Principal	0	0	0	0	0	0
Project Manager	4	4	0	0	0	8
Construction Manager	6	6	14	68	8	102
Civil/Electrical Engineer	0	0	0	0	0	0
Designer/Asst. Const.	0	0	0	0	16	16
Technician	0	0	0	0	0	0
Technical Assistant	6	0	24	30	4	64
TOTAL HOURS	16	10	38	98	28	190
TOTAL COSTS	\$1,936	\$1,540	\$3,628	\$11,908	\$2,808	\$21,820
<u>DIRECT COSTS</u>						
Travel	\$5	\$10	\$0	\$0	\$5	\$20
Per Diem	\$0	\$100	\$0	\$0	\$0	\$100
Reprod./Postage *	\$500	\$0	\$55	\$20	\$0	\$575
Telephone/Fax	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS	\$505	\$110	\$55	\$20	\$5	\$695

* Includes nine (9) copies of Conformed Contract and planset drawings and minutes of the Preconstruction Conference.

TOTAL CONSTRUCTION ADMINISTRATION (BASIC SERVICES)

\$22,515

ATTACHMENT "B"
OBSTRUCTION REMOVAL PROJECT
JIM HAMILTON - L.B. OWENS AIRPORT
COLUMBIA, SOUTH CAROLINA

PART TIME RESIDENT INSPECTION
(9 WEEKS)

<u>RESIDENT PROJECT REPRESENTATIVE RATE SCHEDULE</u>	<u>TOTAL</u>
1. DIRECT SALARY COSTS	
Senior Inspector: 9 Wks 26 Hrs/week \$45.00 /hr	\$10,530
2. LABOR AND ADMINISTRATIVE OVERHEAD	
Percentage Of Direct Salary Cost (131.85%)	\$13,884
3. DIRECT NON-SALARY EXPENSES	
Per Diem 0 Days @ \$12.00 Per Day	\$0
Vehicle 60 Days @ 20 Miles/Day \$0.55 /mile	\$660
4. SUBTOTAL OF ITEMS 1, 2 AND 3.	\$25,074
5. FIXED PAYMENT 15%	\$3,761
SUB-TOTAL RPR:	\$28,835
RPR (NOT-TO-EXCEED) TOTAL:	\$28,835

OBSTRUCTION SURVEY

1. SUBCONSULTANT NOT-TO-EXCEED ALLOWANCE	
SURVEY ONE	\$5,000
2. ADMINISTRATIVE FEE FOR SUBCONSULTANT	\$500
3. TOTAL OBSTRUCTION SURVEY	\$5,500

ATTACHMENT C



Survey One, LLC

August 11, 2011

RE: Cost Estimate for the Jim Hamilton-L.B. Owens Airport Project

LPA Group Inc.
c/o Danny White
700 Huger Street
Columbia, South Carolina 29250

Dear Mr. White,

Survey One, LLC is pleased to submit this cost estimate for the Jim Hamilton-L.B. Owens Airport Project. This cost estimate is in response to the scope of services outlined with you on August 9, 2011.

1) Perform an obstruction survey for the Jim Hamilton-L.B. Owens Airport Project. This service will be provided for an estimated fee of \$3,500.00. This fee is based on Survey One, LLC performing an initial field survey related to identifying a portion of potential approach obstructions. If the airport has a large number of obstructions, additional fees will be required to locate the higher number.

2) Perform a second obstruction survey for the Jim Hamilton-L.B. Owens Airport Project. This service will be provided for an estimated fee of \$1,500.00. This fee is based on Survey One, LLC locating a small portion of any remaining obstructions.

We can provide you with the surveying services you need. I look forward to the opportunity to assist with this project and any projects you may have in the future. If you have any questions or require additional information, please do not hesitate to contact me at (803) 808-2300 or mobile (803) 413-9847.

Sincerely,

A handwritten signature in black ink, appearing to read 'Russell S. Owens', written over the word 'Sincerely,'.

Russell S. Owens, PLS
President
Survey One, LLC

(803) 808-2300 Office • (803) 413-9847 Cell • 601 Northwood Road, Ste. C. • Lexington, SC 29072

Item# 26

Attachment number 1
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Richland County Council Request of Action

Subject

HUD Grant for Neighborhood Improvement [PAGES 103-104]

Notes

September 27, 2011 - The A&F Committee recommended that Council approve accepting a HUD grant for the Neighborhood Improvement Program that, if awarded, will fund the Hopkins Strategic Community Master Plan. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: HUD Grant for Neighborhood Improvement

A. Purpose

County Council is requested to approve a HUD grant for the Neighborhood Improvement Program that, if awarded, will fund the Hopkins Strategic Community Master Plan. The plan's boundary includes portions of the Hopkins/Lower Richland communities.

B. Background / Discussion

The Neighborhood Improvement Program has applied for a HUD Community Challenge Planning Grant that will fund the development of a comprehensive master plan for the Hopkins and Lower Richland communities.

The plan will be a cohesive document that targets the major issues impacting the area. Attention will be placed on improving services, identifying growth patterns, evaluating the existing land use regulations, offering better transportation options and ensuring that the public is actively involved during the entire process. Both commercial and residential areas will be served. The plan will be very comprehensive and targets a community that typically has been underserved and will help promote energy efficiency, equitable housing options and investment into an area where growth has outpaced infrastructure.

The total budget for the grant is \$452,154 with \$322,649 in grant funds and \$129,461 coming from the County in cash and in-kind match.

C. Financial Impact

There is no financial impact associated with this request. The grant requires a match of at least 20% of the project cost. Neighborhood Improvement Program will provide \$50,000 from their fund balance and the remaining match will be provided as in-kind through staff hours. No "new" cash is needed.

D. Alternatives

1. Approve the request to accept the HUD grant if awarded that will fund the development of the Hopkins/Lower Richland master plan.
2. Do not approve the grant and forfeit the funds, if awarded.

E. Recommendation

It is recommended that Council approve the request to accept the HUD grant, if awarded, that will fund the development of the Hopkins Strategic Community Master Plan.

Recommended by: LaToya Grate, AICP Department: Planning Department (Neighborhood Improvement Program) Date: 9/9/11

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 9/15/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Funds are available but not appropriated therefore approval would require a budget amendment

Procurement

Reviewed by: Rodolfo Callwood Date: 9/15/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Grants

Reviewed by: Sara Salley Date: 9/19/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Larry Smith Date:
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett Date: 9/19/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Recommend approval of accepting the HUD grant if awarded.

Richland County Council Request of Action

Subject

Emergency Services Radio Purchase [**PAGES 106-107**]

Notes

September 27, 2011 - The A&F Committee recommended that Council approve the purchase of radios from Motorola in the amount of \$258,885.43. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Emergency Services Radio Purchase ESD 06092011

A. Purpose

The purpose of this report is to obtain Council’s approval for the purchase of replacement radios in the amount of \$258,885.43. Funds are available in the Emergency Services budgets. No other funds are needed.

A. Background / Discussion

Each year Emergency Services replaces radios due to age and wear. Council is requested to approve the purchase of radios from Motorola. The radio equipment is used on the Palmetto 800 Radio System by first responders. The equipment is available on the state contract. Because the purchase is over \$100,000, council’s approval is required. The purchase includes a “trade-in” credit of \$28,000.

B. Financial Impact

The funds are budgeted and available in Emergency Services budgets: 110022100-5295 and 1206220000-5295. No other funds are needed.

(70)	\$286,885.43
Trade-in Credit	28,000.00

Total	\$258,885.43

C. Alternatives

1. Approve the purchase of radios from Motorola in the amount of \$258,885.43.
2. Do not approve the purchase order.

D. Recommendation

It is recommended that Council approve the purchase of radios from Motorola in the amount of \$258,885.43.

Report by Michael A. Byrd, Director of Emergency Services. September 9, 2011

F. Approvals

Finance

- Reviewed by: Daniel Driggers Date: 9/13/11
- Recommend Council approval Recommend Council denial
- Council Discretion (please explain if checked)
- Comments regarding recommendation: Funds are budgeted as stated

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/14/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 9/14/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Funds have been appropriated in the FY 12 budget for this purchase.

Richland County Council Request of Action

Subject

Emergency Supplies and Equipment Purchase Orders [**PAGES 109-110**]

Notes

September 27, 2011 - The A&F Committee recommended that Council approve the purchase orders including the award to South Eastern Medical for \$131,439.60. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Emergency Supplies and Equipment Purchase Orders ESD 05092011

A. Purpose

The purpose of this report is to obtain Council's approval to award purchase orders to vendors for medical equipment and supplies. These supplies and equipment are needed to provide EMS services. Funds are budgeted and available.

A. Background / Discussion

Each year Procurement initiates a bid action to obtain EMS supplies and equipment and then issues purchase orders to the vendors with the lowest prices. This year, one vendor was the lowest on numerous supply items and the total amount of the award exceeds \$100,000 for this budget year. Because the award exceeds \$100,000, Council's approval is necessary.

The vendors who were selected and will be issued purchase orders by Procurement are:

Henry Schein	\$ 59,579.00
QuadMed Inc	\$ 3,345.00
Midwest Supply	\$ 28,115.90
Grove Medical	\$ 1,545.60
South Eastern Medical	\$131,439.60

B. Financial Impact

Procurement selected the lowest responsible and responsive bidders for the items contained in the bid. Funding is budgeted and available in the EMS budget.

C. Alternatives

1. Approve the purchase orders including the award to South Eastern Medical for \$131,439.60.
2. Do not approve the purchase orders.

D. Recommendation

It is recommended that Council approve the purchase orders including the award to South Eastern Medical for \$131,439.60.

Report by Michael A. Byrd, Director of Emergency Services. September 8, 2011

F. Approvals

Finance

Reviewed by: Daniel Driggers

Date: 9/14/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Funds are available in appropriated budget

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/14/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 9/14/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Funds are available in the FY 12 budget as indicated above.

Richland County Council Request of Action

Subject

Transfer of Position from Dentsville Magistrate to Administrative Magistrate **[PAGES 112-113]**

Notes

September 27, 2011 - The A&F Committee recommended that Council approve the request to transfer a Summary Court Law Clerk position from the Dentsville Magistrate to the Administrative Magistrate. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Transfer of Position from Dentsville Magistrate to Administrative Magistrate

A. Purpose

County Council is requested to approve the transfer of a Summary Court Law Clerk position (position #5) from the Dentsville Magistrate to Administrative Magistrate.

B. Background / Discussion

The Chief Magistrate has requested to move the position in efforts to maximize operational efficiency and balance workload amongst the Magistrate offices.

C. Financial Impact

There is no financial impact associated with this request.

D. Alternatives

1. Approve the request to transfer the Summary Court Law Clerk position from the Dentsville Magistrate to Administrative Magistrate.
2. Do not approve.

E. Recommendation

It is recommended that Council approve the request to transfer the position.

Recommended by: Judge Simons Department: Magistrates Date: 07/27/2011

F. Reviews

(Please ***SIGN*** your name, the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 9/12/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Request is a change to the management structure with no financial impact

Human Resources

Reviewed by: Dwight Hanna

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Request is a change that has been determined by the Chief Magistrate to be appropriate and necessary for the management structure of the Richland County Magistrate system.

Legal

Reviewed by: Elizabeth McLean Date: 9/21/11

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: No legal impact from requested position change.

Administration

Reviewed by: Sparty Hammett Date: 9/22/11

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the request to transfer the Summary Court Law Clerk position from the Dentsville Magistrate to Administrative Magistrate.

Richland County Council Request of Action

Subject

Lobbyists' Interaction with Council on Certain Matters **[PAGES 115-116]**

Notes

September 27, 2011 - The A&F Committee recommended that Council direct staff to write a policy directing any Lobbying Firm employed by the County do a conflict check prior to providing information to Council on any matter not pertaining to the firms lobbying efforts for the County. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Motion: Lobbyists' Interaction with Council on Certain Matters

A. Purpose

Council is requested to consider the motion made at the July 19, 2011 Council Meeting, and direct staff as appropriate.

B. Background / Discussion

The following motion was made at the July 19, 2011 Council Meeting by Councilman Pearce:

Any lobbying firm employed by Richland County to represent the interests of Richland County shall agree in writing that any lobbyist(s) working either directly for their firm or under contract with their firm will not lobby members of Richland County Council representing the interests of private citizens, groups of citizens, private companies and/or non-profit organizations regarding any matter that will be addressed by Richland County Council. Failure to comply with this request shall result in the County exercising its right to terminate the contractual arrangement and rebid the services.

Richland County Council approved a Governmental Affairs / Political Representative Services contract with Nelson Mullins Riley & Scarborough (NMRS) on November 3, 2009, and they began representing the County on January 1, 2010.

Per the contract, NMRS must comply with "all applicable laws and regulations" and agrees to, at a minimum, comply with the following:

- Lobbying and Disclosure Act of 1995 (2 U.S.C. 1601)
- Honest Leadership and Open Government Act of 2007 (Pub. L. 110-81, 121 Stat. 735, enacted September 14, 2007)
- The Fair Labor Standards Act;
- Statutes regarding qualification to do business;
- Statutes prohibiting employment discrimination;
- OSHA (e.g., services furnished meet or exceed OSHA safety standards);
- Nelson Mullins at their own expense shall secure all licenses, permits, registrations and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.

The contract also states, "Nelson Mullins has right to perform services for other clients during the term of this Agreement."

It is at this time that staff requests direction from Council regarding this motion.

C. Financial Impact

There is no financial impact associated with this request at this time.

D. Alternatives

1. Provide direction to staff regarding the motion.
2. Do not direct staff to do anything at this time.

E. Recommendation

Council discretion regarding motion of Council member.

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 8/26/11

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommended approval is that Council provide staff direction as requested

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommended approval as to the motion that would prohibit lobbyist from also lobbying on behalf of others while under contract with the county on matters that the county will have to take official action on.

Administration

Reviewed by: J. Milton Pope

Date: 9-16-11

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the motion...

Richland County Council Request of Action

Subject

Increase Detention Center Officer Starting Salaries [**PAGES 118-122**]

Notes

September 27, 2011 - The A&F Committee recommended that Council direct staff to conduct a County-wide compensation study to include all County employees. County Administration will attempt to identify funding in FY 12 to complete the study and have the results available for the FY 13 budget process. An RFP should be completed within 90 days from notice to proceed with the compensation study. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Increase Detention Officer Starting Salary

A. Purpose

The Honorable Norman Jackson made a motion to increase the current starting salary of Detention Officers from \$25,745 to the average salary of the seven largest SC Counties (\$28,890 in 2009). This \$3,145 increase would assist the Detention Center in recruiting and retaining quality employees; reduce the number of vacancies; and reduce or eliminate the need for scheduled overtime.

B. Background / Discussion

The Alvin S. Glenn Detention Center (ASGDC) is the second largest department in Richland County Government. It is also the second largest detention facility in the state, and according to Bureau of Prison National Institute of Corrections the ASGDC is considered a large jail, which includes only 3% of the jails in United States with a capacity of 1000-2000.

Over the years the ASGDC has had a difficult time recruiting and retaining detention officers. The ASGDC has not been able to successful fill its full time detention officers positions. The vacancies at the facility have been as high as 103 open positions to a low of 20 over the past 10 years. The average amount of vacancies is 52 open positions. Because of the recruiting and retention issues there is a great demand for overtime, which make it difficult for employees to take personal time off or just have a regular two day break. The ASGDC has sometimes worked employees 14-16 days straight without a day off.

Below is an example of the problem that affects retention and keeping quality employees.

Authorized Detention Officer Positions	272
Average Detention Officer Vacancies	52
Possible Available for Duty	220

The available for duty does not take into consideration annual, sick, or military leave, FMLA, or worker compensation. On any given day this could be anywhere from 20-30 employees. Keep in mind the facility operates 24 hours a day, seven days a week. There are mandatory posts or positions that must be filled, and detainees/inmates that needs transportation to courts and various other appointments.

The top four reason for employee left ASGDC employment:

1. Demanding Supervisors
2. No time off
3. Money
4. Fail to pass the South Carolina Criminal Justice Academy (Quality Candidates)

When you introduce the attrition rate of 39%; the number of employees drops dramatically. The ASGDC hired 414 officers since 2008-and only 56 still remain employees.

Recruitment is an issue. The Detention Center receives thousands of applications each year. However, we must ensure that our candidate can qualify to attend the South Carolina Criminal Justice Academy. Detention Officers must meet the same rigorous standards and qualifications as other law enforcement officers. Because of the higher wages for police officers and deputy sheriffs it makes it more difficult to obtain quality candidates. Competition between law enforcement agencies is very competitive to acquire a great candidate.

Another effect of having a large turnover of detention officers is the ongoing training of staff. The Detention Center is constantly in a training mode. Over a three year period the staff has turned over 165%. This leads to inexperienced officers training newly hired officers. The Detention Center has an excellent training program with certified trainers by the SCCJA; however, this is classroom instruction. The officers are required to complete training modules and on the job training. This training is conducted by fellow officers who are called field training officers (FTOs). This is where the inexperience comes into play. The ASGDC picks the most seasoned officers who have a desire to assist with training the newly hired officer. However with the high turnover rate, the new officers are not trained as well as we would like. The ASGDC is serving as a training agency for other law enforcement agencies.

South Carolina Department of Corrections Division of Compliance, Standards, and Inspections has cited the jail as deficient in staffing for the past several years. Although each position is covered by overtime the inspectors determine that the demand is too high, and needs to be augmented by hiring additional officers and filling vacant positions. *See citation below*

South Carolina Minimum Standards Section 1031 Number of Personnel Sub Sections B, Each facility shall have sufficient personnel to provide twenty-four hour supervision and processing of inmates to arrange full coverage of all identified security posts, and to accomplish essential support functions.

Citation noted

The facility is continuing of necessity, to encumber some overtime for existing employees and even then staff coverage is inadequate. Additional personnel need to be authorized and funded to enable proper facility operations, and recruitment and retention of employees must also be improved. At the time of the inspection, Richland County had 79 detention officer positions vacant.

C. Financial Impact

This request would increase the minimum detention officer starting annual salary from \$25,745.00 to \$28,890.00 and the cost would be approximately \$1,300,000.00. This would require the use of General Fund balance.

D. Alternatives

1. Approve the request to increase detention center officer salaries during the current fiscal year (this would require the use of \$1.3 million of general fund balance).

2. Approve the request to increase Detention Officers salaries for FY 12 with funding to be identified during the budget process.
3. Do not approve the request.

E. Recommendation

The request to increase Detention Officer salaries to the average salary of the seven largest counties is at Council’s discretion.

Recommended by: Ronaldo D. Myers Department: Detention Center 2100 Date: Sept 14, 2011

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 9/15/11
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)

Comments regarding recommendation: While I do support taking steps to improve the turnover rates, the method and funding strategy is a policy decision for Council. The needed funds are available in the fund balance however approval as stated would require a budget amendment. The estimate of \$1.3m impact is an annual number and includes some factor for addressing compression but no formal review has been done to determine the fiscal impact due to compression. Additionally I would recommend that the County consider other indirect effects in other departments. For example; would the increase in the Detention Center create the need for adjustments to other Public Safety offices starting salaries to maintain equity?

Human Resources

Reviewed by: Dwight Hanna Date:
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)

Comments regarding recommendation: Human Resources supports competitive total compensation (pay and benefits) for all employees including those of the ASGDC. This ROA has two stated goals: recruiting of qualified applicants and retention of our best employees at the ASGDC. Successful recruiting and especially retention are intricate and dynamic functions that can’t be completely achieved with a quick, single, and isolated solution. In order to be effective, recruiting and retention require careful coordination between the two functions, proper planning, adequate resources, and a consistent commitment to stick to the plan long term to avoid unintended consequences.

Turnover is a very complex issue and survey after survey have shown that while pay is a factor, often pay does not rank (by employees) first or even second as the reason that employees leave an employer. It is important to note there are many reasons for employee turnover (i.e. ineffective supervisors, lack of recognition or appreciation, employee-supervisor conflicts, perception of unfairness, company policies, workload, internal pay equity, childcare, work-family life balance, work environment, inadequate

or ineffective communications, leadership, training, promotion opportunities, benefits, family obligations, etc.). Human Resources anticipates it will become even more difficult to recruit and retain the best employees once the economy begins to improve in South Carolina. Therefore, if there are multiple reasons for turnover and employees consistently don't rank pay as the top reason for leaving an employer, it is unlikely that increasing pay alone will address retention in a comprehensive manner. Consequently, in order to effectively and strategically address recruiting and retention, the County must consider many other factors and utilize other strategies in addition to pay increases.

Human Resources highly recommends considering the potential consequences of increasing the pay of only some Detention Officers (those earning less than the proposed minimum) be very carefully considered to avoid creating other issues and/or contributing to turnover. There are some potential negative consequences of increasing the pay of a single group of employees which should not be overlooked. Internal equity and wage compression should be two primary considerations whenever implementing a pay plan change.

- For example, if the County only increases the pay of Detention Officers below the new minimum that will result in many Detention Officers with a pay rate at or near other Detention Officers who have been with the County much longer. To make this point clearer, a newly hired Detention Officer could be paid the same as a Detention Officer with many years seniority who has earned pay increases over the years through merit pay (PEP). Obviously, this could cause some resentment and even contribute to turnover.
- In addition, if the plan does not include increasing the pay of the supervisors of Detention Officers there could be some wage compression and/or the perception of pay inequity by those supervisors at the ASGDC who work in positions other than Detention Officer.
- The reality or perception of pay inequity could also become an issue in other County departments, especially considering the fact there have been no pay increases for employees in a couple years. This is more likely to occur in other public safety departments.

In 2007, Human Resources worked with the ASGDC at the authorization of the County Administrator's Office to develop a comprehensive strategy to address recruiting and retention at the ASGDC, "*ASGDC & Human Resources Recruiting and Retention Project 2007*" (52 pages). The recommendations in the report include addressing the pay issue, but also include many other strategies as well.

- The County does not have a single position in Human Resources dedicated to recruiting and/or retention of employees.
- The Human Resources analysis in 2007 revealed that many Richland County jobs are below the external market as it relates to minimum wages. Clearly minimum pay for Detention Officers needs prompt attention. The SCAC Wage and Salary Survey shows that Detention Officer jobs appear to be much less externally competitive than about all other County jobs.

Finally, it must be understood that increasing the minimum pay rate may instantly help with recruiting. However, increasing the pay will not address those retention causes that are not related to pay. It is the opinion of Human Resources that only increasing the minimum pay of Detention Officers will not completely address the issue of recruiting and retention at the ASGDC. Moreover, increasing the pay of only those Detention Officers below the proposed minimum could have unintended consequences. Consequently, unless the County strategically and comprehensively approaches recruiting and retention we are much less likely to achieve the objectives we are seeking. Human Resources recommends consideration of the 2007 report for help with preparing a strategic ASGDC recruiting and retention plan.

Legal

Reviewed by: Elizabeth McLean Date: 9/21/11

- Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision. Council discretion.

Administration

Reviewed by: Sparty Hammett Date: 9/22/11

- Recommend Council approval Recommend Council denial
Council Discretion (please explain if checked)

Comments: Recommend conducting a County-wide compensation study.

Administration will attempt to identify the funding this year to complete the study and have the results available for the FY 13 budget process. This would address the salary needs for the Detention Center as well as other county-wide employees.

Richland County Council Request of Action

Subject

An Ordinance authorizing the levying of Ad Valorem Property Taxes, which, together with the prior year's carryover and other state levies and any additional amount appropriated by the Richland County Council prior to July 1, 2011, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2011, through June 30, 2012 [**PAGES 124-125**]

Notes

First Reading: May 3, 2011

Second Reading:

Third Reading:

Public Hearing:

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-11HR**

AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2011, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2011, THROUGH JUNE 30, 2012.

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

SECTION 1. That a tax for the General Fund to cover the period from July 1, 2011 to June 30, 2012, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed forty-seven and eight tenths (47.8) to be determined from the assessment of the property herein.

SECTION 2. That the additional taxes, besides that noted above in Section 1, to cover the period of July 1, 2011 to June 30, 2012, both inclusive, are hereby levied upon all taxable property in Richland County for the funds:

<u>NAME</u>	<u>MILLS</u>
General Fund Debt Service	9.0
Solid Waste – Landfill	3.0
Capital Replacement	3.0
Library	13.3
Library – prior year deficit	.1
Mental Health	1.2
Riverbanks Zoo	1.3
Conservation Commission	.5
Neighborhood Redevelopment	.5

SECTION 3. That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2011 to June 30, 2012, both inclusive, are hereby levied upon all taxable property located within each of the following respective Special Tax Districts in Richland County for the following Funds:

<u>NAME</u>	<u>MILLS</u>
Fire Service – Operations	18.2
Fire Service – Debt Service	1.7
School District One – Operations	231.4
School District One – prior year deficit	4.0
School District One – Debt Service	53.0

School District Two – Operations	258.3
School District Two – Debt Service	85.0
Recreation Commission – Operations	10.4
Recreation Commission – Debt Service	3.0
Midlands Technical College – Operations	2.8
Midlands Technical College – Capital & Debt Service	1.4
Riverbanks Zoo – Debt Service	.7
Stormwater Management	3.0
East Richland Public Service District – Debt Service	4.0

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

SECTION 5. Separability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective _____, 2011.

RICHLAND COUNTY COUNCIL

BY: Paul Livingston, Chair

FIRST READING: May 3, 2011
PUBLIC HEARING: May 19, 2011
SECOND READING:
THIRD READING:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; so as to add a new section that permits private road subdivisions in the RU (Rural) Zoning Districts [**PAGES 127-132**]

Notes

First Reading: July 26, 2011

Second Reading: September 6, 2011

Third Reading:

Public Hearing: July 26, 2011

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE X, SUBDIVISION REGULATIONS; SO AS TO ADD A NEW SECTION THAT PERMITS PRIVATE ROAD SUBDIVISIONS IN THE RU (RURAL) ZONING DISTRICTS.

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 26, Land Development; Article X, Subdivision Regulations; is hereby amended by the addition of a new section; to read as follows:

Sec. 26-225. Private road subdivisions.

- (a) Purpose. It is the intent and purpose of this section to furnish a means of subdividing property in the RU zoning district of the county without incurring the costs associated with major subdivisions.
- (b) Applicability. The provisions of this section shall only apply to the RU (Rural) zoning district.
- (c) Special requirements for private road subdivisions.
 - (1) Review. Subdivision of property for a private road subdivision is subject to the minor subdivision review procedure found at Sec. 26-54(c)(2). All Planning Department subdivision plan review fees shall be waived; provided, however, all fees charged by DHEC (and collected by the Richland County Public Works Department) shall be paid by the applicant.
 - (2) Roads. Roads within a private road subdivision shall be exempt from the road paving requirements of Sec. 26-181 of this chapter, but shall not be exempt from any other road design requirement. Roads within a private road subdivision shall not be eligible or accepted for county maintenance, which is otherwise provided pursuant to Section 21-5 of the Richland County Code of Ordinances, until they meet the road construction standards provided in Chapter 21 of the Richland County Code. The roadway shall have a minimum right-of-way width of sixty-six (66) feet and minimum twenty (20) foot wide passable surface, which meets the standards established and set forth by the county engineer. The subdivision documents shall include a conspicuous statement stating that

improvements to the roadway without the approval of the county engineer are prohibited.

(3) Sidewalks. Private road subdivisions shall be exempt from the sidewalk requirements of Sec. 26-179 of this chapter.

(4) Size of lots. Any and all lots created in a private road subdivision shall conform to the RU zoning district's requirements.

(5) Number of lots. An owner of land may subdivide a tract of land pursuant to this section provided that no more than seven (7) lots result from the subdivision.

(6) Number of dwelling units. Only one (1) dwelling unit shall be permitted on each lot.

(7) E-911 requirements. The road, and each lot, shall conform to the county's E-911 system addressing and posting requirements.

(d) Legal documents required. An applicant for a private road subdivision shall submit:

(1) The necessary legal documents that:

a. Clearly provide permanent access to each lot.

b. State that the county shall not be responsible for either construction or routine (i.e. recurring) maintenance of the private road.

c. Clearly state that the parcels created by this process shall not be divided again, except in full compliance with all regulations in effect at the time.

(2) A "Hold Harmless Agreement" as to Richland County.

All legal documents shall be provided in a form acceptable to the county legal department.

Secs. 26-226 – 26-250. Reserved.

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 _____, 2011.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Attest this the _____ day of
_____, 2011

Michelle M. Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 26, 2011
First Reading: July 26, 2011
Second Reading: September 6, 2011 (tentative)
Third Reading:

Section Two. Effective Date.

This Agreement shall be effective once signed by the parties or an authorized representative of the parties and once the requirements of the Richland County Code of Ordinances have been satisfied with respect to subject property, and the duties and obligations of the Applicant shall continue in full force and effect thereafter.

Section Three. Ingress and Egress to Subject Lots.

Applicant shall bear full responsibility for all costs and expenses for construction, maintenance, repair, provision or improvement of a private road or roads to or across the subject property or to any of the lots created by the subdivision process.

Section Four. Property Damage Liability/Indemnity.

(a) Applicant acknowledges that Richland County shall not be responsible to construct, maintain, repair, provide, improve, or maintain ingress or egress to the subject property or to any of the lots created by the subdivision process. In no event shall Richland County bear any costs or expenses of whatever nature in the construction, maintenance, repair, or provision of ingress or egress to or across the subject property or to any of the lots created by the subdivision process.

(b) Applicant further agrees to indemnify and to hold harmless Richland County, its employees, officers, agents, contractors, subcontractors, and successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action as a result of the creation of lots pursuant to the this subdivision process, and the construction of any and all private roads to the subject property or to any of the lots created as a result of this subdivision process.

Section Five. Personal Injury and Property Damage Liability/Indemnity.

Any liability for personal injury or to any worker employed to construct, repair, maintain or otherwise work on any easement, right of way, access road, or way for ingress or egress to said property or lot(s) shall be borne solely by Applicant, and in no event shall Richland County be held liable for any injuries or for any transaction or occurrence in connection with any easement, right of way, access road, or way for ingress or egress to subject property or lot(s). Landowner agrees to indemnify and to hold harmless Richland County, its employees, successors and assigns from and against any and all liability for personal injury or property damage when such injury or damage shall be attributable to any construction, repair or maintenance undertaken pursuant to this Agreement.

Section Six. Miscellaneous.

(a) **Governing Laws/Disputes.**

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the parties shall be decided by a court of competent jurisdiction of the State of South Carolina, in accordance with the laws of South Carolina.

(b) **Changes.**

Applicant is not authorized to make changes to this Agreement without prior written permission from Richland County. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

(c) 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 one and the same instrument.

(d) The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court, then the remaining terms of the agreement will remain in full force and effect.

APPLICANT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

APPLICANT

WITNESSES:

Address: _____

RICHLAND COUNTY

WITNESSES:

By: _____

Its: _____

Richland County Council Request of Action

Subject

An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Atlas, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended; and other related matters [**PAGES 134-182**]

Notes

First Reading: September 20, 2011

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING CERTAIN ECONOMIC INCENTIVES, INCLUDING PAYMENT OF A FEE IN LIEU OF PROPERTY TAXES AND OTHER RELATED MATTERS, PURSUANT TO A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND PROJECT ATLAS, PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; 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 South Carolina Constitution (“Constitution”), the Code of Laws of South Carolina, 1976, as amended (“Code”), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective and existing industries as inducements for economic development within the County;

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (“Act”) to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute “projects” as defined in the Act) and to accept any grants for such projects;

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (“State”) and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a “fee agreement,” as defined in the Act);

WHEREAS, Project Atlas (the “Company”) is considering a high technology manufacturing facility investment to be located within the County (the “Project”), and has requested the County to provide certain inducements to the Company by entering into a fee agreement;

WHEREAS, the Project involves an anticipated investment by the Company of at least \$25,000,000 and the creation of at least one hundred fifty (150) new, full-time jobs over a period of five years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service;

WHEREAS, the County, by proper action, identified the Project and indicated its intent to provide certain economic development incentives by proper resolution of the County Council (“Identification Resolution”);

WHEREAS, in connection with the economic development incentives hereby authorized, the County and the Company are prepared to enter into a fee agreement as set forth in the Act (“Fee Agreement”) pursuant to which the property comprising the Project will be exempted from property tax for a period of time during which the Company shall make certain payments to the County in lieu of property taxes (“FILOT Payments”); and

WHEREAS, the County has reviewed the Fee Agreement, a copy of the substantially final form of which is attached as Exhibit A and which is incorporated in this Ordinance, and determined that the same is appropriate in form and substance for execution by the County so long as the Fee Agreement includes the County Reporting Requirements, as shown on the attached Exhibit B.

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

Section 1. Findings and Determinations. It is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, based on information provided by the Company, as follows:

- (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power; and
- (c) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County’s tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. Approval of Fee Agreement. The Fee Agreement is approved as follows:

(a) The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to County Council (“Clerk”) are approved and all of the terms, provisions, and conditions of the Fee Agreement are incorporated by reference. The Chairman of the County Council (“Chairman”) and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Fee Agreement to be delivered to the Company.

(b) The Fee Agreement to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Fee Agreement. The County officials shall consult the attorney for the County (“County Attorney”) with respect to any changes to the Fee Agreement. The

execution of the Fee Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Fee Agreement now before this meeting.

(c) If under the Fee Agreement or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Richland County Administrator (“County Administrator”) upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

(d) The Fee Agreement shall provide that the Company will invest at least \$25,000,000 and create at least one hundred fifty (150) new, full-time jobs at the Project over a period of five years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service.

(e) The Fee Agreement shall further provide that the County shall grant an infrastructure improvement or special source revenue credit to the Company in the amount of fifteen percent (15%) of the Company’s annual fee-in-lieu-of-tax payments for each of the first five (5) years of the term of the Project and that the County shall cause the Project to be or remain in a Multi-County Industrial Park.

Section 3. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Fee Agreement and the County’s performance of its obligations under the Fee Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 5. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of _____, 2011

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Exhibit A
[Form of]
Fee Agreement

Exhibit B
County Reporting Requirements

I. Annually, throughout the length of the incentives, beginning with the property tax year in which the Fee Agreement takes effect, the Company shall submit, on or before January 31 of each year, to the Richland County Administrator's Office at the following address:

Richland County Administrator
Attn: Economic Development
Post Office Box 192
Columbia, South Carolina 29202

the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the Project;
- c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
- d. Cumulative number of new jobs created to date as a result of the Project;
- e. List of all employees for reporting year by residential zip code only;
- f. Community Service Involvement

II. The Richland County Administrator's Office is entitled to request additional information from the Company, which the Company shall submit in no more than 30 days after notification of the request.

If the Company fails to provide any part of the information outlined in Items No. I and II, above, then the County is entitled to require the Company to return all incentives, or a dollar amount equal to the incentives, to the County. The Company is required to make any return or repayment to the County no more than 60 days after the date on which the Company should have provided the information outlined in Items No. I and II to the County.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, the undersigned, Clerk to County Council of Richland County (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

To the best of my knowledge, the County Council has not taken any action to repeal the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this _____ day of _____, 2011.

Clerk of County Council
Richland County, South Carolina

FEE AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT ATLAS

Effective as of _____, 2011

FEE AGREEMENT

PROJECT ATLAS

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into effective as of the Commencement Date (as defined hereinafter) by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and PROJECT ATLAS (the “Company”). The County and the Company are sometimes jointly referred to in this Fee Agreement as the “parties,” or severally referred to as a “party.”

WITNESSETH:

WHEREAS, the Act, as defined herein, empowers the several counties of the State of South Carolina to enter into a fee agreement with an industry as an optional method of providing fee in lieu of property tax benefits for a project; and

WHEREAS, the County is authorized to enter into this Fee Agreement by passage of a resolution and an ordinance that summarize the fee in lieu of property tax provisions to be incorporated in a fee agreement between the Company and the County; and

WHEREAS, the Company is considering an expanded manufacturing facility investment to be located within the County (the “Project”) and has requested the County to commit to provide certain inducements to the Company by entering into this Fee Agreement; and

WHEREAS, subject always to the Act, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and adequacy of which are acknowledged by the parties, the County and the Company agree as follows:

1. DEFINITIONS

1.1. *Specific Definitions*

In addition to the words and terms elsewhere defined in this Fee Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning or intent.

“Act” means the Fee in Lieu of Tax Simplification Act of 1997, S.C. Code § 12-44-10, *et seq.*, as amended.

“*Additional Payments*” shall have the meaning set forth in Section 4.3 of this Fee Agreement.

“*Administrative Expenses*” means the reasonable and necessary expenses incurred by the County in reviewing, implementing or amending this Fee Agreement and the Related Documents, including, without limitation, legal fees and expenses incurred by the County, but excluding the salaries and overhead of County personnel. Prior to an Event of Default, no expense shall be considered an Administrative Expense until the County has furnished to the Company a statement in writing indicating in reasonable detail the amount of such expense and the reason it has been or will be incurred. Expenses incurred in connection solely with a general taxpayer challenge to the validity of the Act shall not be deemed an Administrative Expense unless the Company requests the County to defend the suit on Company’s behalf.

“*Authorized Company Representative*” means any person or persons at the time authorized to act on behalf of the Company including, without limitation, the president, any vice president, the secretary, and the treasurer of the Company.

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

“*Commencement Date*” means the last day of the property tax year during which the Project or a portion of the Project is placed in service, as defined in the Act, except that this date must not be later than the last day of the property tax year that which is three years from the year in which the Company and the County entered into this Fee Agreement.

“*Company*” means Project Atlas, and any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

“*Completion Date*” means December 31, 2016, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof, or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

“*Cost*” or “*Cost of the Project*” means the cost to the Company of acquiring the Project, by construction, purchase, or lease, and shall be deemed to include, whether incurred prior to or after the Commencement Date: (a) costs incurred for architects, engineers, designers, landscape architects, attorneys, estimators, and other Project consultants; (b) costs incurred for labor, materials and other expenses to contractors, builders and suppliers in connection with the acquisition, construction and installation of the Project; (c) Project financing costs, (d) the cost of contract bonds and insurance of all kinds that may be required or necessary during the course of acquisition, construction and installation of the Project; (e) the expenses of the Company for tests, borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project; (f) other costs that the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction and

installation of the Project; (g) costs incurred by the Company for the acquisition and insuring of any interest in the land upon which the Project is located; (h) costs incurred for the Project by third parties on behalf of the Company; and (i) any sums required to reimburse the Company for advances made by it for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project, all whether or not reimbursed by the County or by third parties, all as reflected on the Company's property tax return Form PT-300, with all attachments and schedules thereto, as filed with the Department of Revenue.

"*County*" means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"*County Council*" means the governing body of the County and its successors.

"*County Reporting Requirements*" means those requirements as set forth on *Exhibit A* attached hereto and made a part hereof.

"*Default*" means an event or condition, the occurrence of which would, after the passage of any time permitted for cure or the giving of notice or both, become an Event of Default as defined in Section 7.1 hereof.

"*Department of Revenue*" means the South Carolina Department of Revenue or its successor agency.

"*Equipment*" means all equipment, machinery, furnishings, and other personal property of Company that are made part of the Project by placing it in service in the County during the Project Period, and any other property described in *Exhibit C* attached hereto and made a part hereof, including all Replacement Property that is personal property of the Company.

"*Event of Default*" means any of those events set forth in Article 7 of this Fee Agreement.

"*Fair Market Value*" shall have the meaning set forth in Section 5.1(B) of this Fee Agreement.

"*Fee Agreement*" means this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"*FILOT Payments*" shall have the meaning set forth in Section 5.1 of this Fee Agreement.

"*Independent Counsel*" means an attorney duly admitted to practice law in the State of South Carolina who does not represent either party to this Agreement.

“*Identification Resolution*” means the identification resolution passed by County Council in which County identified the Project and agreed to consider offering the economic development incentives provided for in this Fee Agreement.

“*Ordinance*” means the ordinance of the County Council that authorizes execution and delivery of this Fee Agreement and other applicable Related Documents by the County.

“*Person*” means any individual, association, corporation, partnership, limited liability company, unincorporated organization, joint venture, trust, or government or agency or political subdivision thereof.

“*Project*” shall have the meaning set forth in the recitals hereof, as further defined herein, and shall specifically mean the Real Property and the Equipment.

“*Project Period*” means the five (5) year period beginning with the Commencement Date.

“*Real Property*” means the real property made part of the Project during the Project Period, including any leasehold improvements or other capital expenditures of the Company that qualify as economic development property under the Act, as more fully described in *Exhibit A* attached hereto, as from time to time supplemented by the Company, and all Replacement Property that is real property.

“*Related Documents*” means this Fee Agreement, the Ordinance, and any documents to which the County and/or the Company are parties that are reasonably required for the consummation of the transactions contemplated hereby or thereby.

“*Replacement Property*” means all property that is placed in service as a replacement for a portion of the Project, to the maximum extent permitted by the Act.

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

“*Term*” means the duration of this Fee Agreement.

1.2. *References to Fee Agreement*

The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Fee Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1. *Representations and Warranties by the County*

The County warrants that:

(A) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out the County's obligations hereunder. Based on representations of the Company, the Project constitutes or will constitute a "project" within the meaning of the Act. By proper action by County Council, the County has been duly authorized to execute and deliver this Fee Agreement;

(B) Prior to the delivery of this Fee Agreement, the County has adopted the Identification Resolution and enacted the Ordinance;

(C) The execution and delivery of this Fee Agreement and compliance by the County with the terms and conditions thereof will not constitute a material breach of, or a material default under any existing law, regulation, decree, or order, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound; and

(D) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal that would materially adversely affect the validity or enforceability of this Fee Agreement.

2.2. Representations and Warranties by Company

The Company represents and warrants that:

(A) The Company is a corporation organized and in good standing under the laws of the State of New York, is authorized to transact business in the State of South Carolina, and has power to enter into this Fee Agreement, and, by proper action, has been duly authorized to execute and deliver this Fee Agreement;

(B) The execution and delivery of this Fee Agreement and compliance by the Company with the terms and conditions hereof will not constitute a material breach of, or a material default under, (i) any existing law, regulation, decree, or order, or (ii) any material term, condition, or provision of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound; and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company that would materially restrict the Company's ability to make any payments hereunder, other than as may be permitted by this Fee Agreement;

(C) No event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" as described in Section 7.1 hereof;

(D) The Company intends to operate the Project for the purposes permitted by this Fee Agreement or the Act or other purposes expressly agreed upon in writing by the parties;

(E) The execution of this Fee Agreement by the County and the Company has been instrumental in inducing the Company to expand its Facility in the County and in the State;

(F) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal that would materially and adversely affect the validity or enforceability of this Fee Agreement; and

(G) The Project constitutes or will constitute a “project” within the meaning of the Act.

(H) The Company shall comply with the County Reporting Requirements.

3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT

3.1. *Construction and Acquisition of Project*

The Company shall construct and acquire the Project and shall do all other things deemed necessary by the Company in connection with the Project. The Company shall identify in writing, to the extent required by the Department of Revenue, any portion of the Project placed in service that is not then already adequately described in this Fee Agreement or supplements thereto as a portion of the Project. The Company shall maintain such records in connection with the construction or acquisition of the Project as are reasonably necessary to (i) permit ready identification thereof and (ii) confirm the date(s) on which the Project or portions of the Project were placed in service.

3.2. *Completion Date*

The Completion Date(s) shall be evidenced to the County by a written statement by an Authorized Company Representative certifying the Completion Date and stating that, to the best of his knowledge and information, the acquisition or construction of the Project, or a phase thereof, has been completed and placed in service as of the stated Completion Date and shall state the total cost as of the Completion Date. The certificate of completion may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or which may subsequently come into being.

3.3. *Completion of the Project*

The Company shall cause the Project to be completed and shall pay or cause to be paid all of the Cost of the Project, provided that this shall not be deemed to preclude financing of some or all of the Cost of the Project on such terms as the Company shall determine.

3.4. *Amendments to Exhibits B and C*

The Company may supplement *Exhibit B* and *Exhibit C* from time to time provided that the supplements are consistent with the terms of this Fee Agreement and the Act and notice of such supplement is given to the County in accordance with the notice provisions of this Fee Agreement.

3.5. Minimum Investment and Minimum Jobs Commitment

Before the Completion Date, the Company will invest at least Twenty-Five Million Dollars (\$25,000,000) in taxable property constituting part of the Project (the “Minimum Investment Threshold”) and create at least one hundred fifty (150) full-time jobs at the Project (the “Minimum Jobs Threshold”).

3.6. Licenses and Permits; Assistance in Obtaining

To the extent permitted by law, the County will use its reasonable best efforts to expedite all building and construction permit applications and will use its reasonable best efforts to assist the Company in securing all other state, county and local construction, environmental and other permits, approvals and consents which may be necessary or desirable in connection with the Project on a timely basis.

If any application is made to a governmental or other agency by the Company or the County for any permit, license, or approval to do or to perform certain things necessary for the proper performance of this Fee Agreement, the Company and the County shall execute, upon the request of the other party, such applications as may reasonably be requested or required.

4. TERM, FEES AND ADDITIONAL PAYMENTS

4.1. Term

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the “Term”) commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the twentieth (20th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

4.2. FILOT Payments

The Company shall pay to the County all amounts due and payable as FILOT Payments pursuant to Section 5.1 hereof. Unless otherwise expressly provided in the Act, returns for the FILOT Payments shall be filed and FILOT Payments shall be payable at the same time, and subject to the same penalty assessments, that *ad valorem* property tax returns and tax payments for the Project would otherwise be due and payable under applicable State law and regulations in the absence of this Fee Agreement.

4.3. Additional Payments

In addition to the Fee Payments and other amounts payable under Section 5.1, the Company shall pay, as “Additional Payments,” to or on behalf of the County any Administrative Expenses and any other amounts payable by the Company under this Agreement. Such Additional Payments shall be payable by the Company within thirty (30) calendar days of receipt

by the Company from the County of a statement in writing indicating in reasonable detail the amount of such Additional Payments and the reason they have been incurred.

4.4. *Failure to Pay in a Timely Manner*

If the Company fails to make in a timely manner any of the payments required in this Article 4, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, together with interest and penalties for which the Company is liable under applicable law thereon, along with Administrative Expenses, from the date the payment was due, at the rate per annum which is equal to the rate required by law for late payment of *ad valorem* taxes or, in the case of the FILOT Payments, an amount equal to any interest required by law for late payment of comparable *ad valorem* property taxes. In the event of any failure on the part of the Company to pay any such amounts, liabilities or obligations, the County shall have all rights, powers and remedies provided for herein, by law, equity or otherwise, including without limitation with respect to non-payment of FILOT Payments hereunder the imposition and enforcement of a lien against the Project for tax purposes, as provided in Section 12-44-90 of the Act and the collection of Administrative Expenses.

5. FILOT PAYMENTS AND TAX CREDITS

5.1. *FILOT Payments; Calculation and Timing*

(A) The parties acknowledge that during the Term of this Fee Agreement, the Project is exempt from *ad valorem* property taxes. However, in lieu of *ad valorem* property taxes, the Company shall make twenty (20) annual FILOT Payments for each portion of the Project placed in service each year during the Project Period.

(B) The amount of FILOT Payments due and payable shall be that which would be due in *ad valorem* property taxes if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of six percent (6%), (ii) a millage rate of 464.2 mills (which millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project to be determined according to the Act (the "Fair Market Value").

(C) Pursuant to Section 12-44-60 of the Act, the Company may elect to include Replacement Property as part of the Project to the maximum extent permitted by the Act.

(D) Any part of the Project subject to the fee payment may be disposed of, and the Fair Market Value of the Project used to calculate FILOT Payments shall be reduced by the Fair Market Value of the disposed property.

(E) If the Act, any portion of the Act, and/or the FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County intend that this Fee Agreement be reformed so as to afford the Company with a benefit that is commensurate with the benefit provided under this Fee Agreement. If the Project is not eligible for FILOT Payments, the Company shall be entitled to receive (i) the five-year exemption from

ad valorem taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (ii) all allowable depreciation, allowances and adjustments to Fair Market Value; and (iii) such other credits, abatements and exemptions from *ad valorem* taxes, as are allowed by law.

(F) If the Company does not meet the Minimum Investment Threshold and the Minimum Jobs Threshold as of the Completion Date, the Company prospectively loses the benefit of this Fee Agreement and the Project reverts to normal *ad valorem* taxation and the Company shall repay the County the full amount of the difference between the FILOT Payments and the amount of *ad valorem* property taxes that would have otherwise been due and payable by the Company if the Project were subject to *ad valorem* property taxes since the Commencement Date. The Company shall make any such repayment no later than ninety (90) days after the Completion Date.

5.2. Tax Deductions, Credits and Exemptions

Unless otherwise precluded by the Act, applicable law or judicial decision, the Company shall be entitled to all applicable federal, state and local investment tax credits, exemptions, allowances and deductions for depreciation and diminution in value, and other similar tax relief provisions relating to the Project. At the request of the Company, the County shall do all things as are reasonably necessary or proper to confirm and receive those benefits, provided the Company shall pay the expenses incurred in that undertaking.

5.3. Abating FILOT Payments

If the Project is damaged or destroyed, the subject of condemnation proceedings, or otherwise adversely impacted by theft, casualty, or other cause, and the damage, destruction, condemnation, or adverse impact reduces the Project's fair market value, the FILOT Payments shall be abated in the same manner as *ad valorem* property taxes would be abated if the Project were subject to *ad valorem* property taxes to the fullest extent allowed by the Act.

6. OTHER COVENANTS

6.1. Use of Project

The Company shall have the right during the Term of this Fee Agreement to use the Project, as a project, for any lawful purpose authorized by the Act. At the time of entering into this Fee Agreement, however, it is the intent of the Company to use the Project for the primary purpose of manufacturing and related activities.

6.2. Limitation of County's Liability

Anything herein to the contrary notwithstanding, any obligation the County may incur hereunder, including an obligation for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the

revenues and receipts derived by the County from this Fee Agreement, and the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

6.3. *No Liability of County Personnel*

All covenants, agreements and obligations of the County contained herein shall be deemed to be covenants, agreements and obligations of the County and not of any member of the County Council or any officer, agent, servant or employee of the County in his individual capacity.

6.4. *Transfer of Project; Financing*

To the extent permitted by Section 12-44-120(A) of the Act, (a) an interest in this Fee Agreement and the Project, or (b) an equity interest or other interest in an entity with an interest in this Fee Agreement or the Project, or both, may be transferred to another entity at any time; provided that the Company shall not be released from its obligations without the County's prior written consent. Whenever consent of the County is required under the Act or this Fee Agreement for any of the foregoing transactions, such consent shall not be unreasonably withheld.

6.5. *Financing*

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. The Company shall cause the County and the Department of Revenue 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.

6.6. *Leasing of Project*

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.

6.7. *Filing of Annual Report of Investment in Project*

The Company shall provide to the County a copy of the annual return to the Department of Revenue or equivalent showing the investment of the Company in the Project (currently, Form PT-300S). The County shall accord this information the same degree of confidentiality as is required for the Department of Revenue. The Company shall also make all other filings required from time to time by Section 12-44-90 of the Act.

6.8 Waiver of Statutorily Required Recapitulation

Pursuant to Section 12-44-55(B) of the Act, the County and the Company and any Sponsors waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55.

6.9 Indemnification

(a) Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents, present and future, and past County employees or agents who have worked on the Project and any documents or matters related to the Project (each, an “Indemnified Party”), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company, further, releases each Indemnified Party from and shall indemnify and save each Indemnified Party harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of Company or any of its agents, contractors, servants, employees, or licensees, (iv) any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, (v) any environmental violation, condition, or effect, or (vi) the administration by any Indemnified Party of this Fee Agreement or the performance by any Indemnified Party of the County’s obligations hereunder. Company shall indemnify and save each Indemnified Party harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any other Indemnified Party, Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that each Indemnified Party shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if an Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify and hold that Indemnified Party harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

6.10 Infrastructure Improvement/Special Source Revenue Credit

In order to induce the Company to make further and additional investment in the County, and to reimburse the Company for the qualifying costs associated with such further and additional investment, the County shall provide the Company with an infrastructure improvement/special source revenue credit (the “SSRC”) of fifteen percent (15%) of the balance of any annual FILOT payments for the first five (5) years beginning in the first year of the FILOT arrangement.

6.11 Location of Project in Multi-County Industrial Park

The County shall establish a, or utilize an existing, joint county industrial or business park with another County under Section 13 of Article VIII of the Constitution of the State of South Carolina, as implemented by S.C. Code Ann. § 4-1-170 *et seq.*, and shall include the property comprising the Park within such joint county industrial or business park.

7. EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default by Company

Any one or more of the following events shall constitute an “Event of Default” by Company:

(A) if default shall occur in the due and punctual payment of any Additional Payments to the County, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(B) if FILOT Payments, together with any interest or penalties thereon, shall not have been paid within the maximum time that would be permitted by law if the Project were subject to *ad valorem* property taxes;

(C) if the Company shall fail to perform or comply with any other terms of this Fee Agreement, other than those referred to in the foregoing Subsections (A) or (B), and such default shall (i) continue for thirty (30) calendar days after the County has given the Company written notice of such default, or (ii) in the case of any such default that can be cured, but cannot be cured with due diligence within such thirty (30) day period, if the Company shall fail to proceed promptly and with due diligence to cure the same within such additional period as may be necessary to complete the curing of the same with all due diligence not to exceed ninety (90) days;

(D) if the Company shall file a voluntary petition seeking an order for relief in bankruptcy; or shall be adjudicated insolvent; or shall file any petition or answer or commence a case seeking reorganization, composition, readjustment, liquidation or similar order for relief for itself under any present or future statute, law or regulation; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the

Project; or shall make any general assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts generally as they become due;

(E) if a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or if any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(F) if any material representation or warranty made by the Company herein proves untrue in any material and adverse respect as of the date of making the representation or warranty.

7.2. Remedies on Event of Default by Company

Upon the occurrence of any Event of Default, the County, may, at its option, take any one or more of the following actions: (i) terminate this Fee Agreement by thirty (30) days notice in writing specifying the termination date; (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the sums under Article 4 then due and thereafter to become due. In all events, if the Company fails to make Fee Payments due under Section 5.1, the County shall have the same enforcement, lien, and collection rights and remedies as it would have had for the non-payment of *ad valorem* taxes.

7.3. Default by County

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within ninety (90) days following written notice thereof from the Company to the County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for *mandamus*.

8. MISCELLANEOUS

8.1. Rights and Remedies Cumulative

Each right, power and remedy of the County or of the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee 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 Company of any one or more of the rights, powers or remedies provided for in this Fee 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 Company of any or all such other rights, powers or remedies.

8.2. Successors and Assigns

The terms and provisions of this Fee Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.3. Notices; Demands; Requests

All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if (a) personally delivered by any entity which provides written evidence of such delivery, or (b) sent by United States first class mail, postage prepaid (in which event notice shall be deemed to occur two (2) calendar days after the date postmarked), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid (in which event notice shall be deemed to occur on the date on which delivery was accepted or rejected by the recipient). Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

(a) As to the County:

Richland County
P.O. Box 192
Columbia, South Carolina 29202
Attention: County Administrator
Telephone: (803) 576-2054
Facsimile: (803) 576-2137

With a Copy to:

Parker Poe Adams & Berstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: _____
Telephone: (803) 253-8924
Facsimile: (803) 255-8017

(b) As to the Company:

Project Atlas

With a Copy to:

McNair Law Firm, P.A.
Post Office Box 11390
Columbia, South Carolina 29211
Attention: Erik P. Doerring
Telephone: (803) 799-9800
Facsimile: (803) 753-3277

8.4. *Next Succeeding Business Day*

Unless otherwise expressly provided by applicable law, in any case in which the last date for action by or notice to a party falls on a Saturday, Sunday or date that is an official state or federal holiday in the place in which the address is located, then the action required or notice to be given may be made or given on the next succeeding business day with the same effect as if given as required by this Fee Agreement.

8.5. *Applicable Law; Entire Understanding*

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. 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.

8.6. *Severability*

If any material provision of this Fee 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 unless the effect thereof would render enforcement of the remaining provisions unconscionable.

8.7. *Execution Disclaimer*

Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

8.8. *Headings and Table of Contents; References*

The headings of the Fee Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. Unless otherwise clearly indicated by the context, all

references in this Fee Agreement to particular Articles, Sections or Subsections are references to the designated Articles, Sections or Subsections of this Fee Agreement.

8.9. *Multiple Counterparts*

This Fee 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.

8.10. *Amendments*

This Fee Agreement may be amended only by a writing signed by all parties hereto.

8.11. *Waiver*

Any party hereunder 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.

8.12. *NON-DISCLOSURE OF COMPANY INFORMATION*

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto (“Confidential Information”), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

IN WITNESS WHEREOF, the parties have executed this Fee Agreement effective as of the Commencement Date.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2011

Clerk of Council

PROJECT ATLAS

By: _____

Name: _____

Title: _____

EXHIBIT A
COUNTY REPORTING REQUIREMENTS

I. Annually, throughout the length of the incentives, beginning with the property tax year in which the Fee Agreement takes effect, the Company shall submit, on or before January 31 of each year, to the Richland County Administrator's Office at the following address:

Richland County Administrator
Attn: Economic Development
Post Office Box 192
Columbia, South Carolina 29202

the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
- d. Cumulative number of new jobs created to date as a result of the project;
- e. List of all employees for reporting year by residential zip code only;
- f. Community Service Involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.

II. The Richland County Administrator, or the Administrator's designee, is entitled to require the submission of additional information regarding the project or any of the items in section I, above, from the Company, which the Company shall submit in no more than 30 days after notification of the request.

If the Company fails to provide any part of the information outlined in Items No. I and II, above, then the Company shall return all incentives, or a dollar amount equal to the incentives, to the County. The Company is required to make any return or repayment to the County no more than 60 days after the date on which the Company should have provided the information outlined in Items No. I and II to the County.

EXHIBIT B
LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT C
DESCRIPTION OF PERSONAL PROPERTY

All trade fixtures, furnishings, equipment, machinery, facilities and other personal property owned by Company that are purchased and used in connection with the Project.

FEE AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT ATLAS

Effective as of _____, 2011

FEE AGREEMENT

PROJECT ATLAS

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into effective as of the Commencement Date (as defined hereinafter) by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and PROJECT ATLAS (the “Company”). The County and the Company are sometimes jointly referred to in this Fee Agreement as the “parties,” or severally referred to as a “party.”

WITNESSETH:

WHEREAS, the Act, as defined herein, empowers the several counties of the State of South Carolina to enter into a fee agreement with an industry as an optional method of providing fee in lieu of property tax benefits for a project; and

WHEREAS, the County is authorized to enter into this Fee Agreement by passage of a resolution and an ordinance that summarize the fee in lieu of property tax provisions to be incorporated in a fee agreement between the Company and the County; and

WHEREAS, the Company is considering an expanded manufacturing facility investment to be located within the County (the “Project”) and has requested the County to commit to provide certain inducements to the Company by entering into this Fee Agreement; and

WHEREAS, subject always to the Act, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and adequacy of which are acknowledged by the parties, the County and the Company agree as follows:

1. DEFINITIONS

1.1. *Specific Definitions*

In addition to the words and terms elsewhere defined in this Fee Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning or intent.

“Act” means the Fee in Lieu of Tax Simplification Act of 1997, S.C. Code § 12-44-10, *et seq.*, as amended.

“*Additional Payments*” shall have the meaning set forth in Section 4.3 of this Fee Agreement.

“*Administrative Expenses*” means the reasonable and necessary expenses incurred by the County in reviewing, implementing or amending this Fee Agreement and the Related Documents, including, without limitation, legal fees and expenses incurred by the County, but excluding the salaries and overhead of County personnel. Prior to an Event of Default, no expense shall be considered an Administrative Expense until the County has furnished to the Company a statement in writing indicating in reasonable detail the amount of such expense and the reason it has been or will be incurred. Expenses incurred in connection solely with a general taxpayer challenge to the validity of the Act shall not be deemed an Administrative Expense unless the Company requests the County to defend the suit on Company’s behalf.

“*Authorized Company Representative*” means any person or persons at the time authorized to act on behalf of the Company including, without limitation, the president, any vice president, the secretary, and the treasurer of the Company.

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

“*Commencement Date*” means the last day of the property tax year during which the Project or a portion of the Project is placed in service, as defined in the Act, except that this date must not be later than the last day of the property tax year that which is three years from the year in which the Company and the County entered into this Fee Agreement.

“*Company*” means Project Atlas, and any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

“*Completion Date*” means December 31, 2016, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof, or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

“*Cost*” or “*Cost of the Project*” means the cost to the Company of acquiring the Project, by construction, purchase, or lease, and shall be deemed to include, whether incurred prior to or after the Commencement Date: (a) costs incurred for architects, engineers, designers, landscape architects, attorneys, estimators, and other Project consultants; (b) costs incurred for labor, materials and other expenses to contractors, builders and suppliers in connection with the acquisition, construction and installation of the Project; (c) Project financing costs, (d) the cost of contract bonds and insurance of all kinds that may be required or necessary during the course of acquisition, construction and installation of the Project; (e) the expenses of the Company for tests, borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project; (f) other costs that the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction and

installation of the Project; (g) costs incurred by the Company for the acquisition and insuring of any interest in the land upon which the Project is located; (h) costs incurred for the Project by third parties on behalf of the Company; and (i) any sums required to reimburse the Company for advances made by it for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project, all whether or not reimbursed by the County or by third parties, all as reflected on the Company's property tax return Form PT-300, with all attachments and schedules thereto, as filed with the Department of Revenue.

"*County*" means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"*County Council*" means the governing body of the County and its successors.

"*County Reporting Requirements*" means those requirements as set forth on *Exhibit A* attached hereto and made a part hereof.

"*Default*" means an event or condition, the occurrence of which would, after the passage of any time permitted for cure or the giving of notice or both, become an Event of Default as defined in Section 7.1 hereof.

"*Department of Revenue*" means the South Carolina Department of Revenue or its successor agency.

"*Equipment*" means all equipment, machinery, furnishings, and other personal property of Company that are made part of the Project by placing it in service in the County during the Project Period, and any other property described in *Exhibit C* attached hereto and made a part hereof, including all Replacement Property that is personal property of the Company.

"*Event of Default*" means any of those events set forth in Article 7 of this Fee Agreement.

"*Fair Market Value*" shall have the meaning set forth in Section 5.1(B) of this Fee Agreement.

"*Fee Agreement*" means this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"*FILOT Payments*" shall have the meaning set forth in Section 5.1 of this Fee Agreement.

"*Independent Counsel*" means an attorney duly admitted to practice law in the State of South Carolina who does not represent either party to this Agreement.

“*Identification Resolution*” means the identification resolution passed by County Council in which County identified the Project and agreed to consider offering the economic development incentives provided for in this Fee Agreement.

“*Ordinance*” means the ordinance of the County Council that authorizes execution and delivery of this Fee Agreement and other applicable Related Documents by the County.

“*Person*” means any individual, association, corporation, partnership, limited liability company, unincorporated organization, joint venture, trust, or government or agency or political subdivision thereof.

“*Project*” shall have the meaning set forth in the recitals hereof, as further defined herein, and shall specifically mean the Real Property and the Equipment.

“*Project Period*” means the five (5) year period beginning with the Commencement Date.

“*Real Property*” means the real property made part of the Project during the Project Period, including any leasehold improvements or other capital expenditures of the Company that qualify as economic development property under the Act, as more fully described in *Exhibit A* attached hereto, as from time to time supplemented by the Company, and all Replacement Property that is real property.

“*Related Documents*” means this Fee Agreement, the Ordinance, and any documents to which the County and/or the Company are parties that are reasonably required for the consummation of the transactions contemplated hereby or thereby.

“*Replacement Property*” means all property that is placed in service as a replacement for a portion of the Project, to the maximum extent permitted by the Act.

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

“*Term*” means the duration of this Fee Agreement.

1.2. *References to Fee Agreement*

The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Fee Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1. *Representations and Warranties by the County*

The County warrants that:

(A) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out the County's obligations hereunder. Based on representations of the Company, the Project constitutes or will constitute a "project" within the meaning of the Act. By proper action by County Council, the County has been duly authorized to execute and deliver this Fee Agreement;

(B) Prior to the delivery of this Fee Agreement, the County has adopted the Identification Resolution and enacted the Ordinance;

(C) The execution and delivery of this Fee Agreement and compliance by the County with the terms and conditions thereof will not constitute a material breach of, or a material default under any existing law, regulation, decree, or order, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound; and

(D) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal that would materially adversely affect the validity or enforceability of this Fee Agreement.

2.2. Representations and Warranties by Company

The Company represents and warrants that:

(A) The Company is a corporation organized and in good standing under the laws of the State of New York, is authorized to transact business in the State of South Carolina, and has power to enter into this Fee Agreement, and, by proper action, has been duly authorized to execute and deliver this Fee Agreement;

(B) The execution and delivery of this Fee Agreement and compliance by the Company with the terms and conditions hereof will not constitute a material breach of, or a material default under, (i) any existing law, regulation, decree, or order, or (ii) any material term, condition, or provision of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound; and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company that would materially restrict the Company's ability to make any payments hereunder, other than as may be permitted by this Fee Agreement;

(C) No event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" as described in Section 7.1 hereof;

(D) The Company intends to operate the Project for the purposes permitted by this Fee Agreement or the Act or other purposes expressly agreed upon in writing by the parties;

(E) The execution of this Fee Agreement by the County and the Company has been instrumental in inducing the Company to expand its Facility in the County and in the State;

(F) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal that would materially and adversely affect the validity or enforceability of this Fee Agreement; and

(G) The Project constitutes or will constitute a “project” within the meaning of the Act.

(H) The Company shall comply with the County Reporting Requirements.

3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT

3.1. Construction and Acquisition of Project

The Company shall construct and acquire the Project and shall do all other things deemed necessary by the Company in connection with the Project. The Company shall identify in writing, to the extent required by the Department of Revenue, any portion of the Project placed in service that is not then already adequately described in this Fee Agreement or supplements thereto as a portion of the Project. The Company shall maintain such records in connection with the construction or acquisition of the Project as are reasonably necessary to (i) permit ready identification thereof and (ii) confirm the date(s) on which the Project or portions of the Project were placed in service.

3.2. Completion Date

The Completion Date(s) shall be evidenced to the County by a written statement by an Authorized Company Representative certifying the Completion Date and stating that, to the best of his knowledge and information, the acquisition or construction of the Project, or a phase thereof, has been completed and placed in service as of the stated Completion Date and shall state the total cost as of the Completion Date. The certificate of completion may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or which may subsequently come into being.

3.3. Completion of the Project

The Company shall cause the Project to be completed and shall pay or cause to be paid all of the Cost of the Project, provided that this shall not be deemed to preclude financing of some or all of the Cost of the Project on such terms as the Company shall determine.

3.4. Amendments to Exhibits B and C

The Company may supplement *Exhibit B* and *Exhibit C* from time to time provided that the supplements are consistent with the terms of this Fee Agreement and the Act and notice of such supplement is given to the County in accordance with the notice provisions of this Fee Agreement.

3.5. Minimum Investment and Minimum Jobs Commitment

Before the Completion Date, the Company will invest at least Twenty-Five Million Dollars (\$25,000,000) in taxable property constituting part of the Project (the “Minimum Investment Threshold”) and create at least one hundred fifty (150) full-time jobs at the Project (the “Minimum Jobs Threshold”).

3.6. Licenses and Permits; Assistance in Obtaining

To the extent permitted by law, the County will use its reasonable best efforts to expedite all building and construction permit applications and will use its reasonable best efforts to assist the Company in securing all other state, county and local construction, environmental and other permits, approvals and consents which may be necessary or desirable in connection with the Project on a timely basis.

If any application is made to a governmental or other agency by the Company or the County for any permit, license, or approval to do or to perform certain things necessary for the proper performance of this Fee Agreement, the Company and the County shall execute, upon the request of the other party, such applications as may reasonably be requested or required.

4. TERM, FEES AND ADDITIONAL PAYMENTS

4.1. Term

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the “Term”) commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the twentieth (20th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

4.2. FILOT Payments

The Company shall pay to the County all amounts due and payable as FILOT Payments pursuant to Section 5.1 hereof. Unless otherwise expressly provided in the Act, returns for the FILOT Payments shall be filed and FILOT Payments shall be payable at the same time, and subject to the same penalty assessments, that *ad valorem* property tax returns and tax payments for the Project would otherwise be due and payable under applicable State law and regulations in the absence of this Fee Agreement.

4.3. Additional Payments

In addition to the Fee Payments and other amounts payable under Section 5.1, the Company shall pay, as “Additional Payments,” to or on behalf of the County any Administrative Expenses and any other amounts payable by the Company under this Agreement. Such Additional Payments shall be payable by the Company within thirty (30) calendar days of receipt

by the Company from the County of a statement in writing indicating in reasonable detail the amount of such Additional Payments and the reason they have been incurred.

4.4. *Failure to Pay in a Timely Manner*

If the Company fails to make in a timely manner any of the payments required in this Article 4, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, together with interest and penalties for which the Company is liable under applicable law thereon, along with Administrative Expenses, from the date the payment was due, at the rate per annum which is equal to the rate required by law for late payment of *ad valorem* taxes or, in the case of the FILOT Payments, an amount equal to any interest required by law for late payment of comparable *ad valorem* property taxes. In the event of any failure on the part of the Company to pay any such amounts, liabilities or obligations, the County shall have all rights, powers and remedies provided for herein, by law, equity or otherwise, including without limitation with respect to non-payment of FILOT Payments hereunder the imposition and enforcement of a lien against the Project for tax purposes, as provided in Section 12-44-90 of the Act and the collection of Administrative Expenses.

5. FILOT PAYMENTS AND TAX CREDITS

5.1. *FILOT Payments; Calculation and Timing*

(A) The parties acknowledge that during the Term of this Fee Agreement, the Project is exempt from *ad valorem* property taxes. However, in lieu of *ad valorem* property taxes, the Company shall make twenty (20) annual FILOT Payments for each portion of the Project placed in service each year during the Project Period.

(B) The amount of FILOT Payments due and payable shall be that which would be due in *ad valorem* property taxes if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of six percent (6%), (ii) a millage rate of 464.2 mills (which millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project to be determined according to the Act (the "Fair Market Value").

(C) Pursuant to Section 12-44-60 of the Act, the Company may elect to include Replacement Property as part of the Project to the maximum extent permitted by the Act.

(D) Any part of the Project subject to the fee payment may be disposed of, and the Fair Market Value of the Project used to calculate FILOT Payments shall be reduced by the Fair Market Value of the disposed property.

(E) If the Act, any portion of the Act, and/or the FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County intend that this Fee Agreement be reformed so as to afford the Company with a benefit that is commensurate with the benefit provided under this Fee Agreement. If the Project is not eligible for FILOT Payments, the Company shall be entitled to receive (i) the five-year exemption from

ad valorem taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (ii) all allowable depreciation, allowances and adjustments to Fair Market Value; and (iii) such other credits, abatements and exemptions from *ad valorem* taxes, as are allowed by law.

(F) If the Company does not meet the Minimum Investment Threshold and the Minimum Jobs Threshold as of the Completion Date, the Company prospectively loses the benefit of this Fee Agreement and the Project reverts to normal *ad valorem* taxation and the Company shall repay the County the full amount of the difference between the FILOT Payments and the amount of *ad valorem* property taxes that would have otherwise been due and payable by the Company if the Project were subject to *ad valorem* property taxes since the Commencement Date. The Company shall make any such repayment no later than ninety (90) days after the Completion Date.

5.2. Tax Deductions, Credits and Exemptions

Unless otherwise precluded by the Act, applicable law or judicial decision, the Company shall be entitled to all applicable federal, state and local investment tax credits, exemptions, allowances and deductions for depreciation and diminution in value, and other similar tax relief provisions relating to the Project. At the request of the Company, the County shall do all things as are reasonably necessary or proper to confirm and receive those benefits, provided the Company shall pay the expenses incurred in that undertaking.

5.3. Abating FILOT Payments

If the Project is damaged or destroyed, the subject of condemnation proceedings, or otherwise adversely impacted by theft, casualty, or other cause, and the damage, destruction, condemnation, or adverse impact reduces the Project's fair market value, the FILOT Payments shall be abated in the same manner as *ad valorem* property taxes would be abated if the Project were subject to *ad valorem* property taxes to the fullest extent allowed by the Act.

6. OTHER COVENANTS

6.1. Use of Project

The Company shall have the right during the Term of this Fee Agreement to use the Project, as a project, for any lawful purpose authorized by the Act. At the time of entering into this Fee Agreement, however, it is the intent of the Company to use the Project for the primary purpose of manufacturing and related activities.

6.2. Limitation of County's Liability

Anything herein to the contrary notwithstanding, any obligation the County may incur hereunder, including an obligation for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the

revenues and receipts derived by the County from this Fee Agreement, and the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

6.3. *No Liability of County Personnel*

All covenants, agreements and obligations of the County contained herein shall be deemed to be covenants, agreements and obligations of the County and not of any member of the County Council or any officer, agent, servant or employee of the County in his individual capacity.

6.4. *Transfer of Project; Financing*

To the extent permitted by Section 12-44-120(A) of the Act, (a) an interest in this Fee Agreement and the Project, or (b) an equity interest or other interest in an entity with an interest in this Fee Agreement or the Project, or both, may be transferred to another entity at any time; provided that the Company shall not be released from its obligations without the County's prior written consent. Whenever consent of the County is required under the Act or this Fee Agreement for any of the foregoing transactions, such consent shall not be unreasonably withheld.

6.5. *Financing*

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. The Company shall cause the County and the Department of Revenue 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.

6.6. *Leasing of Project*

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.

6.7. *Filing of Annual Report of Investment in Project*

The Company shall provide to the County a copy of the annual return to the Department of Revenue or equivalent showing the investment of the Company in the Project (currently, Form PT-300S). The County shall accord this information the same degree of confidentiality as is required for the Department of Revenue. The Company shall also make all other filings required from time to time by Section 12-44-90 of the Act.

6.8 Waiver of Statutorily Required Recapitulation

Pursuant to Section 12-44-55(B) of the Act, the County and the Company and any Sponsors waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55.

6.9 Indemnification

(a) Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents, present and future, and past County employees or agents who have worked on the Project and any documents or matters related to the Project (each, an “Indemnified Party”), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company, further, releases each Indemnified Party from and shall indemnify and save each Indemnified Party harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of Company or any of its agents, contractors, servants, employees, or licensees, (iv) any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, (v) any environmental violation, condition, or effect, or (vi) the administration by any Indemnified Party of this Fee Agreement or the performance by any Indemnified Party of the County’s obligations hereunder. Company shall indemnify and save each Indemnified Party harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any other Indemnified Party, Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that each Indemnified Party shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if an Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify and hold that Indemnified Party harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

6.10 Infrastructure Improvement/Special Source Revenue Credit

In order to induce the Company to make further and additional investment in the County, and to reimburse the Company for the qualifying costs associated with such further and additional investment, the County shall provide the Company with an infrastructure improvement/special source revenue credit (the "SSRC") of fifteen percent (15%) of the balance of any annual FILOT payments for the first five (5) years beginning in the first year of the FILOT arrangement.

6.11 Location of Project in Multi-County Industrial Park

The County shall establish a, or utilize an existing, joint county industrial or business park with another County under Section 13 of Article VIII of the Constitution of the State of South Carolina, as implemented by S.C. Code Ann. § 4-1-170 *et seq.*, and shall include the property comprising the Park within such joint county industrial or business park.

7. EVENTS OF DEFAULT AND REMEDIES

7.1. Events of Default by Company

Any one or more of the following events shall constitute an "Event of Default" by Company:

(A) if default shall occur in the due and punctual payment of any Additional Payments to the County, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(B) if FILOT Payments, together with any interest or penalties thereon, shall not have been paid within the maximum time that would be permitted by law if the Project were subject to *ad valorem* property taxes;

(C) if the Company shall fail to perform or comply with any other terms of this Fee Agreement, other than those referred to in the foregoing Subsections (A) or (B), and such default shall (i) continue for thirty (30) calendar days after the County has given the Company written notice of such default, or (ii) in the case of any such default that can be cured, but cannot be cured with due diligence within such thirty (30) day period, if the Company shall fail to proceed promptly and with due diligence to cure the same within such additional period as may be necessary to complete the curing of the same with all due diligence not to exceed ninety (90) days;

(D) if the Company shall file a voluntary petition seeking an order for relief in bankruptcy; or shall be adjudicated insolvent; or shall file any petition or answer or commence a case seeking reorganization, composition, readjustment, liquidation or similar order for relief for itself under any present or future statute, law or regulation; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the

Project; or shall make any general assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts generally as they become due;

(E) if a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or if any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(F) if any material representation or warranty made by the Company herein proves untrue in any material and adverse respect as of the date of making the representation or warranty.

7.2. Remedies on Event of Default by Company

Upon the occurrence of any Event of Default, the County, may, at its option, take any one or more of the following actions: (i) terminate this Fee Agreement by thirty (30) days notice in writing specifying the termination date; (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the sums under Article 4 then due and thereafter to become due. In all events, if the Company fails to make Fee Payments due under Section 5.1, the County shall have the same enforcement, lien, and collection rights and remedies as it would have had for the non-payment of *ad valorem* taxes.

7.3. Default by County

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within ninety (90) days following written notice thereof from the Company to the County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for *mandamus*.

8. MISCELLANEOUS

8.1. Rights and Remedies Cumulative

Each right, power and remedy of the County or of the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee 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 Company of any one or more of the rights, powers or remedies provided for in this Fee 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 Company of any or all such other rights, powers or remedies.

8.2. Successors and Assigns

The terms and provisions of this Fee Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.3. Notices; Demands; Requests

All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if (a) personally delivered by any entity which provides written evidence of such delivery, or (b) sent by United States first class mail, postage prepaid (in which event notice shall be deemed to occur two (2) calendar days after the date postmarked), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid (in which event notice shall be deemed to occur on the date on which delivery was accepted or rejected by the recipient). Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

(a) As to the County:

Richland County
P.O. Box 192
Columbia, South Carolina 29202
Attention: County Administrator
Telephone: (803) 576-2054
Facsimile: (803) 576-2137

With a Copy to:

Parker Poe Adams & Berstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: _____
Telephone: (803) 253-8924
Facsimile: (803) 255-8017

(b) As to the Company:

Project Atlas

With a Copy to:

McNair Law Firm, P.A.
Post Office Box 11390
Columbia, South Carolina 29211
Attention: Erik P. Doerring
Telephone: (803) 799-9800
Facsimile: (803) 753-3277

8.4. *Next Succeeding Business Day*

Unless otherwise expressly provided by applicable law, in any case in which the last date for action by or notice to a party falls on a Saturday, Sunday or date that is an official state or federal holiday in the place in which the address is located, then the action required or notice to be given may be made or given on the next succeeding business day with the same effect as if given as required by this Fee Agreement.

8.5. *Applicable Law; Entire Understanding*

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. 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.

8.6. *Severability*

If any material provision of this Fee 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 unless the effect thereof would render enforcement of the remaining provisions unconscionable.

8.7. *Execution Disclaimer*

Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

8.8. *Headings and Table of Contents; References*

The headings of the Fee Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. Unless otherwise clearly indicated by the context, all

references in this Fee Agreement to particular Articles, Sections or Subsections are references to the designated Articles, Sections or Subsections of this Fee Agreement.

8.9. *Multiple Counterparts*

This Fee 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.

8.10. *Amendments*

This Fee Agreement may be amended only by a writing signed by all parties hereto.

8.11. *Waiver*

Any party hereunder 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.

8.12. *NON-DISCLOSURE OF COMPANY INFORMATION*

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto (“Confidential Information”), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

IN WITNESS WHEREOF, the parties have executed this Fee Agreement effective as of the Commencement Date.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2011

Clerk of Council

PROJECT ATLAS

By: _____

Name: _____

Title: _____

EXHIBIT A
COUNTY REPORTING REQUIREMENTS

I. Annually, throughout the length of the incentives, beginning with the property tax year in which the Fee Agreement takes effect, the Company shall submit, on or before January 31 of each year, to the Richland County Administrator's Office at the following address:

Richland County Administrator
Attn: Economic Development
Post Office Box 192
Columbia, South Carolina 29202

the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
- d. Cumulative number of new jobs created to date as a result of the project;
- e. List of all employees for reporting year by residential zip code only;
- f. Community Service Involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.

II. The Richland County Administrator, or the Administrator's designee, is entitled to require the submission of additional information regarding the project or any of the items in section I, above, from the Company, which the Company shall submit in no more than 30 days after notification of the request.

If the Company fails to provide any part of the information outlined in Items No. I and II, above, then the Company shall return all incentives, or a dollar amount equal to the incentives, to the County. The Company is required to make any return or repayment to the County no more than 60 days after the date on which the Company should have provided the information outlined in Items No. I and II to the County.

EXHIBIT B
LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT C
DESCRIPTION OF PERSONAL PROPERTY

All trade fixtures, furnishings, equipment, machinery, facilities and other personal property owned by Company that are purchased and used in connection with the Project.

Richland County Council Request of Action

Subject

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 related matters **[PAGES 184-193]**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. []

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 RELATED MATTERS.

WHEREAS, to promote the economic welfare of its citizens by providing employment and other benefits, Richland County, South Carolina (“Richland”) and Fairfield County, South Carolina (“Fairfield” and with Richland, “Counties”), are authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”) jointly to develop an industrial or business park in the geographical boundaries of one or more of the member counties;

WHEREAS, on April 15, 2003, the Counties entered into an agreement entitled “Master Agreement Governing the I-77 Corridor Regional Industrial Park” (“Master Agreement”), the provisions of which replaced all existing Phase Agreements and now govern the operation of the Park;

WHEREAS, to further economic development in the corporate limits of the City of Columbia, South Carolina (“City”), the City desires that the Counties expand the boundaries of the Park to include property located in Richland and described on the attached Exhibit A (“Property”); and

WHEREAS, the City desires to enter into an agreement with Richland relating to the distribution of fees-in-lieu of tax paid on behalf of the Property to the City, a copy of which is attached as Exhibit B (“Intergovernmental Agreement”).

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

Section 1. Pursuant to Section 3a of the Master Agreement, the Master Agreement is amended to include the Property in the Park, the legal description of which is attached as Exhibit A.

Section 2. The Intergovernmental Agreement is approved, and the Chairman, the County Administrator, the Clerk are each authorized and directed to execute and deliver the Intergovernmental Agreement, in substantially the form approved, together with additions, modifications and changes as are both: (a) not materially adverse to the County; and (b) approved, with the advice of counsel, with the approval being evinced by the execution and delivery of the final form of the Intergovernmental Agreement.

Section 3. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to execute and deliver any documents and take any further actions as may be reasonably necessary to further the intent of this Ordinance.

Section 4. If any part of this Ordinance is unenforceable, then the remainder is unaffected.

Section 5. Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. This Ordinance is effective after third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2011

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being in Richland County, South Carolina, and being shown and designated as 132.284 acres, more or less, on a boundary survey prepared for Saro Properties, a Partnership, by B.P. Barber and Associates, Inc., dated October 13, 2005, revised on October 25, 2005, and recorded in Plat Book 1115, at page 2282.

This being a portion of the property conveyed to Halifax Properties, LLC by deed of Saro Properties, dated October 28, 2005, and recorded October 31, 2005, in Deed Book 1115, at page 2286.

Richland County Tax Map No. 16200-04-18

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF RICHLAND)
)

INTERGOVERNMENTAL AGREEMENT
 Relating to Certain Property Located in the
 City of Columbia, South Carolina, and in the
 I-77 Corridor Regional Industrial Park

This Intergovernmental Agreement (“Agreement”), by and between the City of Columbia, South Carolina (“City”), and Richland County, South Carolina (“Richland County”), is effective October [], 2011.

WHEREAS, Richland County, acting by and through its County Council (“County Council”), is empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (“Park Act”) to enter into agreements with other counties within the State of South Carolina for the purpose of creating joint county industrial and business parks through which the economic development of the County and the State of South Carolina (“State”) will be promoted and trade developed by inducing manufacturing and certain other business enterprises to locate in and remain in the State, and thus utilize and employ the manpower and resources of the State;

WHEREAS, pursuant to the Park Act, Richland County and Fairfield County, South Carolina (“Fairfield County,” together with Richland County, “Counties”), have previously entered into a Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended (“Park Agreement”), a copy of which is attached as Exhibit A, to designate certain properties located in the Counties as being subject to the “I-77 Corridor Regional Industrial Park” (“Park”);

WHEREAS, to enhance the economic development of the City, the City has requested that the Counties expand the boundaries of the Park to include certain property, which is described in the attached Exhibit B (“Property”), located in the City and in Richland County;

WHEREAS, the Park Act provides that if a joint county industrial and business park encompasses all or a portion of a municipality, the partner counties must obtain the consent of the municipality prior to the creation of the joint county industrial and business park;

WHEREAS, pursuant to its Ordinance No. 2011-066 enacted on [], 2011, the City has consented to the inclusion of the Property in the Park, subject to the execution and delivery of this Agreement;

WHEREAS, the Park Act provides that an agreement to develop a joint county industrial and business park must include provisions that specify the manner in which fees-in-lieu of taxes paid on behalf of properties located in the park are allocated to each partner county, and further specify the manner in which the fees-in-lieu of taxes are to be distributed to each of the taxing entities in each of the partner counties;

WHEREAS, Section 3.02(b) of the Park Agreement provides that fee-in-lieu of tax revenues (“Revenues”) for properties added to the Park, if the properties are located in Richland County, are to be distributed as follows: Richland County shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of the Revenues and transmit 1% of the Revenues to Fairfield County;

WHEREAS, Section 3.03(a) of the Park Agreement provides that the Revenues received by Richland County shall be further distributed as follows: Richland County shall retain a portion of the Revenues as may be necessary to reimburse it for any investments made in relation to attracting each new tenant in the Park. The County Council reserves the right to determine the reimbursement amount on a case by case basis. Revenues remaining after reimbursement shall be distributed on a pro-rata basis to the entities

("Taxing Districts") that would otherwise levy tax millage on the properties located in the Richland County portion of the Park, if the properties were not located in the Park;

WHEREAS, Section 3.03(b) of the Park Agreement provides that Richland County may unilaterally amend the distribution of Revenues set forth in Section 3.03(a) of the Park Agreement by passage of an ordinance; and

WHEREAS, pursuant to Section 3.03(b) of the Park Agreement and pursuant to Ordinance No. [], enacted by the County Council on [], 2011, the County has agreed to amend the distribution of Revenues to the Taxing Districts as more particularly set forth in this Agreement, but only with respect to the Revenues paid by or on behalf of properties located on the Property ("Property Revenues").

NOW, THEREFORE, on the basis of the premises and mutual covenants contained in this Agreement, the sufficiency of which consideration is acknowledged, Richland County and the City agree:

1. City Consent to Inclusion of Property in the Park. At execution and delivery of this Agreement by the City and Richland County, the City affirms its consent to the inclusion of the Property in the Park.

2. Distribution of Property Revenues. Property Revenues shall be annually distributed as follows:

(a) One percent (1%) of the Property Revenues shall be distributed to Fairfield County in accordance with the procedures set forth in the Park Agreement;

(b) Of the remaining ninety-nine percent (99%) of the Property Revenues, Richland County shall distribute to the City not less than its proportionate share of the Property Revenues (calculated based upon the City's percentage of millage levied on the Property, compared to the total millage levied by all Taxing Districts on the Property in the applicable property tax year). Richland County shall distribute to the City the City's portion of the Property Revenues as calculated herein in accordance with Richland County's normal procedure for the distribution of tax revenues of Taxing Districts for which Richland County is responsible for collecting tax revenues. Richland County is entitled to discontinue making the distribution referenced in the previous sentence after the earlier of: (i) the sum of the distributions to the City related to the Property equals \$1,250,000; and (ii) five years from the effective date of this Agreement.

(c) Remaining Property Revenues (after distribution to Fairfield County and to the City, as set forth in Sections 2(a) and 2(b) above, respectively), may be distributed in the manner set forth, from time to time, by ordinance of Richland County.

3. Removal of Property from the Park. Unless requested or consented to by ordinance of the City, Richland County shall not: (a) take any affirmative action to remove the Property from the Park, (b) consent to the removal of the Property from the Park, (c) terminate the Park Agreement; or (d) enact an ordinance or take any other action to provide for a distribution of the City's portion of the Property Revenues contrary to the methodology set forth in Section 2 of this Agreement.

4. Binding Effect of Agreement. This Agreement serves as a written instrument, which is binding upon the City and Richland County.

4. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

5. Complete Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the Agreement's subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. This Agreement may only be amended upon the enactment of ordinances by both the City and Richland County, and a written amendment hereto executed by authorized officers of both the City and Richland County.

6. Counterpart Execution. This Agreement may be executed in multiple counterparts.

7. Termination. This Agreement may not be terminated by either party hereto for a period of 30 years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

Witness:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Attest: _____

Clerk to County Council

Witness:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Steven A. Gantt

Its: City Manager

Attest: _____

City Clerk

EXHIBIT A
MASTER AGREEMENT
GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
DATED AS OF APRIL 15, 2003, AS AMENDED

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being in Richland County, South Carolina, and being shown and designated as 132.284 acres, more or less, on a boundary survey prepared for Saro Properties, a Partnership, by B.P. Barber and Associates, Inc., dated October 13, 2005, revised on October 25, 2005, and recorded in Plat Book 1115, at page 2282.

This being a portion of the property conveyed to Halifax Properties, LLC by deed of Saro Properties, dated October 28, 2005, and recorded October 31, 2005, in Deed Book 1115, at page 2286.

Richland County Tax Map No. 16200-04-18

Richland County Council Request of Action

Subject

Low Traffic Volume Road Paving Program **[PAGES 195-201]**

Notes

September 27, 2011 - The D&S Committee recommended that Council approve the Low Volume paving program. As part of this recommendation, the committee recommends that Council remove ten (10) roads that do not have homes, churches, or businesses located on them, thus lowering the cost of the program by \$625,000. The total estimated cost, with the removal of the ten roads, is \$2,975,000. The vote was in favor.

Richland County Council Request of Action

Subject: **LOW TRAFFIC VOLUME ROAD PAVING PROGRAM**

A. Purpose

Authorize Public Works to proceed with a program of paving Richland County dirt roads that conform to the Low Traffic Volume (LTV) Criteria. The proposed paving program is to be funded by \$900,000 budgeted by Richland County in the 2012 budget and by a commitment of \$2,200,000 over the next three (3) years with \$500,000 being allocated to Richland County on March 16, 2011 for Preliminary Engineering Services by the CTC.

B. Background / Discussion

See attached Letter from CTC dated March 16,

See attached Program Outline, Public Works, June 15, 2011

Public Works proposes to administer a LTV Dirt Road Paving program in conformance with the above referenced county regulations and the July 2009 report prepared by Public Works. The report included a list of roads that conformed to the amended regulations. Public Works has identified ten (10) roads that do not have homes, churches or businesses located on them. We estimate a cost savings of \$ 625,000 would be realized to remove those roads from the program and recommend that change of scope be adopted.

C. Financial Impact

Discussions with local consultants indicate that all services necessary to prepare plans for this type of program could be performed in the 10% of construction value range. Public Works is proposing that a preliminary phase of engineering would include onsite evaluation of roads and development of design and construction standards specific to this type of construction.

A preliminary program budget estimate utilizing Consultants services is:

Maximum estimated construction \$3,145 mil @ 10% =	\$315,000
On-site evaluation, design and construction standard =	<u>140,000</u>
Estimated professional services =	\$455,000
Estimated cost of Construction =	<u>3,145,000</u>
Estimated total cost of Program =	\$3,600,000

D. Alternatives

Alternate I. Proceed with program.

Alternate II. Do not proceed with program.

E. Recommendation

Public Works recommends proceeding with the Program.

Recommended by: David Hoops Department: Public Works Date: September 13, 2011

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 9/15/11

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/15/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett

Date: 9/20/11

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the Low Volume paving program with the removal of the ten (10) roads that do not have homes, churches or businesses located on them. This would lower the cost of the program by an estimated \$625,000.



March 16, 2011

Mr. David R. Hoops, P.E.
County Engineer
Department of Public Works
400 Powell Road
Columbia, South Carolina 29203

Dear Mr. Hoops:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds for an improvement project in Richland County.

Per the CTC's approval, \$500,000.00 was allocated to Richland County Department of Public Works under local paving project **C PCN 40652**. This project is identified as preliminary engineering services for the county dirt road pave-in-place program of approximately sixteen county roadway miles. Please note that the Project Control Number (PCN) shown above will identify this project in our records and should be included on all correspondence.

Richland County Department of Public Works will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.**

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.

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Item# 37

Attachment number 1
Page 3 of 7

Mr. David R. Hoops, P.E.
Page 2
March 16, 2011

Attached is a list of **required** documentation to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

We are pleased to be working with you to make this project successful. If you have any questions, please call me at 803-737-4832.

Sincerely,



Batina Feaster
Program Coordinator
C Program Administration

BF:bmf
Enclosures



RICHLAND COUNTY
Department of Public Works
C. Laney Talbert Center
400 Powell Road
Columbia, South Carolina 29203
Voice: (803) 576-2400 Facsimile (803) 576-2499
<http://www.richlandonline.com/departments/publicworks/index.asp>



June 15, 2011

OUTLINE OF PROPOSED LOW VOLUME TRAFFIC DIRT ROAD PAVING PROGRAM (ALTERNATIVE PAVING)

I. Scope of roads being addressed

- A. The main premise of this program is that all roads to be improved lie within a publicly owned right of way. This is in conformance with RC regulations 21-20(i) (1) a and CTC Manual, Nov. 2007, "C" funds are for transportation projects on public property". A right of way policy should be established before implementation of this program defining publicly owned right of way and how it will be acquired if needed (donation-purchase).
- B. The initial effort will be addressed to the roads identified in the LTV eligible spread sheet developed by RCPW and dated June 25, 2009. Copy attached.

II. Controlling Regulations of the program

- a. Section 21-3 and 21-20 of Richland Co. ordinances as amended April 30, 2009. Copy attached.
- b. AASHTO "Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT < 400) 2001. RC Code 21-20d)

III. Preliminary Engineering approach

- a. Evaluate the LTV eligible list for the following:
 - i. Confirm existence of right or way.

- ii. Field evaluate for potential issues affecting construction, such as utilities, drainage structures and the potential for drainage related problems.
 - iii. Evaluate the existing roadway geometrics for conformance to AASHTO guidelines.
 - iv. Prepare an initial evaluation of recommended roads defining potential programming or construction related problems such as drainage or utility conflicts. If there are deficiencies in the existing right of way or additional right of way needed to improve geometrics of the existing road those conditions will be noted on the report.
- b. Prepare LVT design manual and construction standards. This will be performed concurrently with section a and will include:
 - i. Guidelines for evaluation of eligible roads
 - ii. Guidelines for evaluation of minimum drainage improvements
 - iii. Guidelines for evaluation of existing road base materials and options for in-place improvement/stabilization.
 - iv. Guidelines for road surface options.
- c. Community Input
 - i. In conformance with Sec. 21-20(i)(4) Public Works will notify all abutting property owners of record on eligible roads to determine local support for improving the road. If 25% or more of the property owners decline the paving of the road on which they own property, said road will be removed from the program.
 - ii. Minor right of way deficiencies will be addressed at the time of community input based upon right of way policy developed for this program.
 - iii. Subsection (5) of County Code 22-20 requires establishment of a Road Transportation Commission. This step has not been taken at this time. Whereas the scope of this first phase of the

program is already delineated this section may not be necessary until later phases.

IV. Final Engineering and Construction

- a. Based upon the final eligibility list and the previously developed design manual and construction details an engineering contract will be awarded to prepare construction plans and specifications.
- b. Included in the final design requirements will be geotechnical evaluation of the roads in the program with recommendations for type of construction.
- c. With direction from Public Works for road improvement options, construction plans and specifications will be prepared for public bidding.
- d. Construction contracts will be awarded and performed.

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal year 2011-2012 Neighborhood Improvement and Community Development Fund Annual Budgets to appropriate \$48,641 of Neighborhood Improvement Undesignated Fund Balance for transfer to the Community Development Fund for the CDBG and HOME administrative shortfall **[PAGES 203-205]**

Notes

September 27, 2011 - The A&F Committee recommended that Council approve the request to transfer \$48,641 from Neighborhood Improvement to the Community Development Department. The vote was in favor.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-11HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 NEIGHBORHOOD IMPROVEMENT AND COMMUNITY DEVELOPMENT FUND ANNUAL BUDGETS TO APPROPRIATE \$48,641 OF NEIGHBORHOOD IMPROVEMENT UNDESIGNATED FUND BALANCE FOR TRANSFER TO THE COMMUNITY DEVELOPMENT FUND FOR THE CDBG AND HOME ADMINISTRATIVE SHORTFALL.

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 forty eight thousand six hundred and forty one dollars (\$48,641) be appropriated in the Neighborhood Improvement Fund and transferred to Community Development. Therefore, the Fiscal Year 2011-2012 Neighborhood Improvement and the Community Development Department Annual Budgets are hereby amended as follows:

NEIGHBORHOOD IMPROVEMENT - REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 896,169
Appropriation of Neighborhood Improvement undesignated fund balance:	<u>48,641</u>
Total Neighborhood Improvement Revenue as Amended:	\$ 944,810

NEIGHBORHOOD IMPROVEMENT - EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 896,169
Transfer Out to Community Development Fund:	<u>48,641</u>
Total Neighborhood Improvement Expenditures as Amended:	\$ 944,810

COMMUNITY DEVELOPMENT - REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 2,966,051
Transfer in from Neighborhood Improvement:	<u>48,641</u>
Total Community Development Fund Revenue as Amended:	\$ 3,014,692

COMMUNITY DEVELOPMENT - EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 2,966,051
Increase to Community Development Fund Expenditures:	<u>48,641</u>
Total Community Development Fund Expenditures as Amended:	\$ 3,014,692

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 _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2011

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Caughman Creek Property Purchase Agreement [PAGES 207-220]

Notes

September 27, 2011 - The A&F Committee forwarded this item to Council without a recommendation. The committee directed staff to provide the appraised value of the property to Council prior to the next Council meeting.

Richland County Council Request of Action

Subject: Caughman Creek Property: Purchase Agreement

A. Purpose

Council is requested to consider the proposed purchase agreement for the Caughman Creek Property, and direct staff as appropriate.

B. Background / Discussion

The property, which includes two parcels (R19011-02-01 and R19011-02-01), and is located on Garners Ferry Road and Old Garners Ferry Road in Lower Richland County, was purchased by Mr. John C. Gwinn in March 2010 for \$432,000.

In a letter dated October 4, 2010 (attached below), the asking price for the property is \$1,200,000.

A map of the property is included below for your convenience.

The County Attorney's Office has drafted a purchase agreement (attached below) for Council's consideration and direction.

A chronology of the Caughman Creek Property item is included below.

March 16, 2010

Council Meeting

[Motion] Richland County, the Conservation Commission, and the Recreation Commission pursue purchasing all properties associated with Caughman Creek using Hospitality Tax funds for recreational, historical, and conservation purposes; also explore a public / private partnership

[Jackson]: This item was forwarded to the April A&F Committee.

April 27, 2010

A&F Committee Meeting

Pursue properties associated with Caughman Creek using Hospitality Tax funds –

The committee voted to keep this item in committee pending staff exploring all available options and reporting all options back to the committee. The vote in favor was unanimous.

May 25, 2010

A&F Committee Meeting

Pursue Properties Associated with Caughman Creek Using Hospitality Tax Funds

– The committee recommended that Council direct staff to come up with a creative way to pursue purchasing all properties associated with Caughman Creek and bring back recommendations to Council by the 3rd reading of the budget. The vote in favor was unanimous.

June 1, 2010

Council Meeting

Pursue Properties Associated with Caughman Creek Using Hospitality Tax

Funds: Council directed staff to come up with a creative way to pursue purchasing all properties associated with Caughman Creek and bring back recommendations to Council by the 3rd reading of the budget.

June 17, 2010

Third Reading – FY 11 Budget

Jackson

Special Revenue

Hospitality Tax

Use \$1.5 million from the Hospitality Tax fund balance to purchase property at Caughman Pond for tourism purposes, recreation, historic preservation and conservation purposes including clean water preservation.

Staff report to be brought back to Council. Council reserved up to \$400,000 in HTax fund balance.

July 27, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] - The committee voted to go into Executive session to discuss this item. The item was received as information and remains in Committee.

July 27, 2010

Special Called Council Meeting

Caughman Creek Appraisal: This item was received as information, and remains in the Administration and Finance Committee.

September 28, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] – The Committee deferred this item to its October committee meeting.

October 23, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] – The committee deferred this item to its December committee meeting.

December 22, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee deferred this item to its January committee meeting.

January 25, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee received this as information.

February 22, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee deferred this item to its March committee meeting.

March 22, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee moved this from an item for discussion/information to an action item. This item was then forwarded to Council without a recommendation. The vote in favor was unanimous.

April 5, 2011

Regular Session Council Meeting

Caughman Creek Property: Council deferred this item, and requested documentation from the Recreation Commission regarding their \$100,000 contribution and ongoing operations, per Mr. Jackson.

April 19, 2011

Regular Session Council Meeting

Caughman Creek Property: Mr. Pope has communicated with the Richland County Recreation Commission, and once received, will forward the official response from the RCRC to Council.

May 3, 2011

Regular Session Council Meeting

Caughman Creek Property Update: Mr. Pope stated that an official response from the Recreation Commission is forthcoming.

May 26, 2011

Second Reading of the FY 12 Budget

Hospitality Tax: (Motion that Richland County use \$900,000 from the Hospitality Tax funds to purchase the proposed Caughman Pond property) – Mr. Jackson moved, seconded by Mr. Jeter, to approve \$900,000 for this item. The vote was in favor.

June 2, 2011

Third Reading of the FY 12 Budget

Jackson

Special Revenue

Hospitality Tax

Motion that Richland County use \$900,000 from the Hospitality Tax funds to purchase the proposed Caughman Pond property.

Passed

September 6, 2011

Regular Session Council Meeting

Caughman Property: Mr. Pope informed Council that this item will appear on the September A&F Committee agenda, and will include the draft contract for purchase.

/

It is at this time that staff requests direction from Council regarding this item.

C. Financial Impact

There is no financial impact associated with this request at this time, as Council's direction is requested. Up to \$900,000 from Hospitality Tax funds to purchase the Caughman Pond property was approved by Council at third reading of the FY 12 budget. Also, \$100,000 in Conservation Commission funds have been approved for this project.

D. Alternatives

1. Provide direction to staff regarding this item.
2. Do not direct staff to do anything at this time.

E. Recommendation

Council discretion.

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9/16/11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommendation is for Council to provide staff direction on how to proceed.

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Administration

Reviewed by: J. Milton Pope

Date: 9-23-11

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: County Council has designated up to \$900,000 from the FY 12 Budget process and the Richland County Conservation Commission has recommended the use of \$100,000 dollars for a total of \$1,000,000 for the purchase of the Caughman property if the purchase agreement is approved by County Council.

Furthermore County Council should decide how the property will be used and what entity or agency will be responsible for the maintenance, continual up-

keep and liability issues associated with the property prior to a finalized purchase.

Phil Chappell Realty, Inc
2118 Long Trail Dr
Hopkins, SC 29061

803 776 1719

RECEIVED
OCT -5 AM 10:15
RICHLAND COUNTY
ADMINISTRATORS OFFICE

Date: October 4, 2010
TO: Milton Pope
Richland County Administrator
From: Ken Steiner
Re: Sale of R19011-02-02
R19011-02-01

The 56 acres, R19022-02-02, appraised at a value of \$1,275,000. Based on the appraised value, the additional 5.72 tract, R19022-02-01, is valued at \$22,768/ac totaling \$130,233. The appraised value for the two tracts is \$1,405,233.

John C. Gwinn is willing to sell the 61.72 acres to Richland County for a price of \$1,200,000.

We would like a commitment on the sale of this property by October 20 at the price indicated.

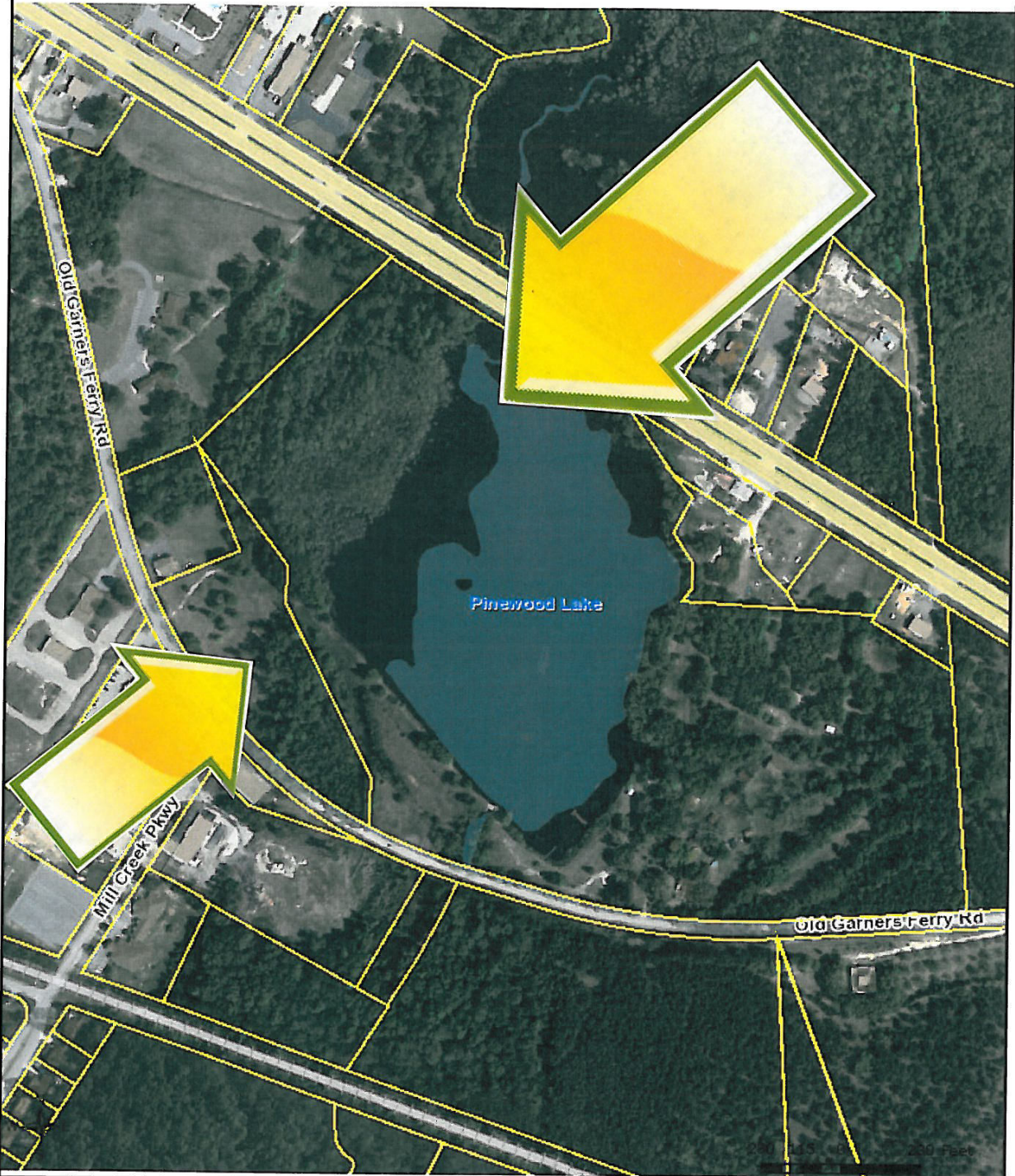


John C. Gwinn, Owner/Seller



Phil Chappell Realty
Ken Steiner, Broker

Caughman Property



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DISCLAIMER : THIS IS A PRODUCT OF THE RICHLAND COUNTY GIS DEPARTMENT. THE DATA DEPICTED HERE HAVE BEEN DEVELOPED WITH EXTENSIVE COOPERATION FROM OTHER COUNTY DEPARTMENTS, AS WELL AS OTHER FEDERAL, STATE AND LOCAL GOVERNMENTS AGENCIES. RICHLAND COUNTY EXPRESSLY DISCLAIMS RESPONSIBILITY FOR DAMAGES OR LIABILITY THAT MAY ARISE FROM THE USE OF THIS MAP.



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this _____ day of _____, 2011, by and between _____ (hereinafter "Seller"), whose address is _____, and **RICHLAND COUNTY, SOUTH CAROLINA** (hereinafter "Purchaser"), whose address is Attention: Milton Pope, 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 Garners Ferry Road in (or near) the City of Columbia, Richland County, South Carolina, Richland County **EXHIBIT A** All that certain piece, parcel or lot of land with improvements thereon, situate. Lying and being near the City of Columbia, in the County of Richland, State of South Carolina, consisting of 44 Acres, subject to a proper survey. Said property is described and delineated in the Tax Map Books of Richland County on page 19011, in Block #2, as Lot 01 and a portion of Lot 2 and further described in a sketch which is attached to this contract., a copy of such map or sketch being attached hereto as Exhibit A and made a part hereof (the "Property").
2. Tax Map Parcel containing 44 acres, a copy of such map or sketch being attached hereto as Exhibit A and made a part hereof (the "Property").
3. **Purchase Price.** The purchase price shall be One Million Dollars (\$1,000,000.00) (the "Purchase Price") and shall be payable at closing by Purchases to Seller by bank wire transfer or by cashier's check or attorney escrow check.
4. **Feasibility Study.** Any provision hereof to the contrary notwithstanding, Purchaser shall have until _____ () days after the date hereof (the "Feasibility Period") to perform surveys appraisals and such other tests, evaluations and examinations of the Property as Purchaser may desire. In the event the results of Purchaser's tests, evaluations and analyses are not satisfactory to Purchaser in its sole discretion or if for any other reason Purchaser elects not to purchase the Property, Purchaser may on or before the last day of the Feasibility Period terminate this Agreement by written notice to Seller. In such event, this Agreement shall be deemed terminated, and Purchaser shall have no obligation to purchase the Property.
5. **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.

6. **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, provided that such are acceptable to Purchaser. If any of such matters are not acceptable to Purchaser, Purchaser may terminate this Agreement and receive a refund of any monies paid to Seller. Seller will furnish a recent and accurate survey.
7. **Closing.** Closing shall be held on a date to be determined by the parties, and shall take place at the offices of _____ or at such other place as the parties may otherwise agree.
8. **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.
9. **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.
10. **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.
11. **No Commissions.** Seller agrees to pay all commissions and brokerage fees.
12. **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.

- 13. **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.
- 14. **Possession.** Possession of the Property will be delivered at Closing.
- 15. **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.
- 16. **Seller** has the right to do a 1031 exchange related to this transaction.
- 17. **Paragraph Headings.** The paragraph headings contained herein are for convenience only, and should not be construed as limiting or altering the terms hereof.
- 18. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of South Carolina.
- 19. **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)

J. Milton Pope
County Administrator

EXHIBIT A

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, consisting of 49.74 Acres. Said property is described and delineated in the Tax Map Books of Richland County on page 19011, in Block #02, as Lot 01 and a portion of Lot 02 and further described in a sketch which is attached to this contract.

MEMORANDUM

TO: Milton Pope, Richland County Administrator

CC: Members of Richland County Council,
Commissioners of the Richland County Recreation Commission

FROM: James Brown, III, Executive Director, Richland County Recreation Commission

DATE: September 22, 2011

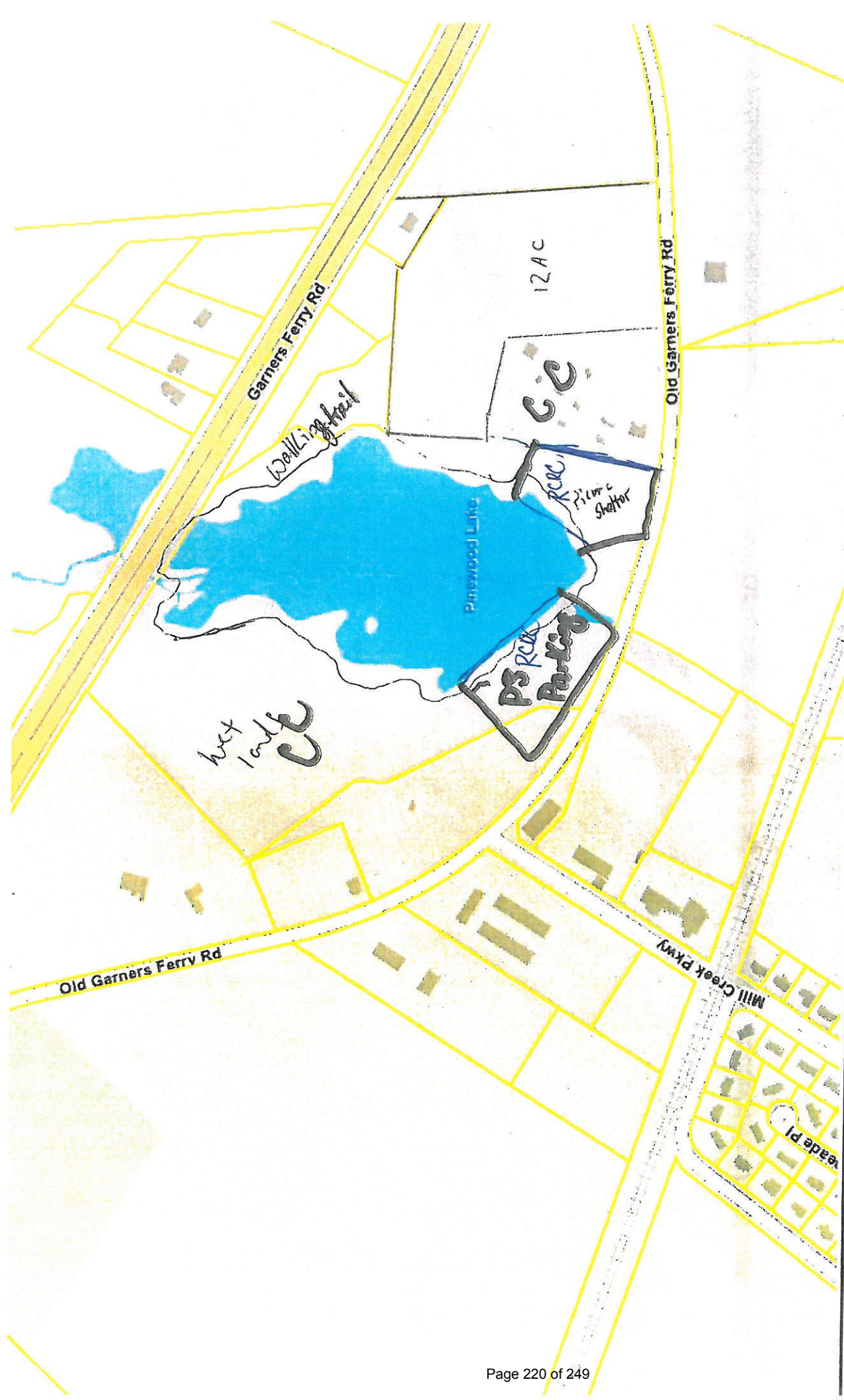
Re: Caughman Pond Property

As you know, the Richland County Recreation Commission has been asked to consider developing and providing maintenance to a portion of the Caughman Pond Property located in the Lower Richland area.

The Commission has agreed to build a picnic shelter near Pinewood Lake, which is located on the property, and maintain the small area surrounding the shelter. We have also agreed to maintain a separate area near the lake, which will be utilized for parking and another picnic shelter. The attached map depicts the areas we have agreed to maintain.

Our agreement does not include maintenance of the lake, wet lands, or the existing building structures. The Conservation Commission has also agreed to maintain areas surrounding the lake and the Recreation Commission would like to have this provided in writing to ensure that all parties have an understanding of who will maintain what.

If there are any questions or concerns, please contact my office at (803) 754-7275 ext. 219.



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THIS IS A PRODUCT OF THE RICHLAND COUNTY GIS DEPARTMENT. THE DATA DEPICTED HERE HAVE BEEN DEVELOPED WITH EXTENSIVE COOPERATION FROM OTHER COUNTY DEPARTMENTS, AS WELL AS OTHER FEDERAL, STATE AND LOCAL GOVERNMENTS AGENCIES. RICHLAND COUNTY EXPRESSLY DISCLAIMS ANY LIABILITY FOR ERRORS OR OMISSIONS IN THIS MAP.

Attachment number 3
Page 1 of 1

Richland County Council Request of Action

Subject

- a. Project Cyrus - Inducement Resolution [**PAGES 222-225**]
- b. Project Cyrus - Ordinance authorizing a Fee in Lieu of Tax Agreement between Richland County and Project Cyrus [**FIRST READING BY TITLE ONLY**] [**PAGE 226**]

RICHLAND COUNTY
ORDINANCE

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND A COMPANY TO BE TEMPORARILY KNOWN AS PROJECT CYRUS, ACTING FOR ITSELF, ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS (THE "COMPANY"), IN CONNECTION WITH THE EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (THE "EXPANSION PROJECT"); (2) THE COUNTY TO COVENANT IN SUCH AGREEMENT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE EXPANSION PROJECT; (3) SPECIAL SOURCE CREDITS TO REIMBURSE THE COMPANY FOR A PORTION OF CERTAIN COSTS INCURRED IN CONNECTION WITH THE EXPANSION PROJECT; (4) THE BENEFITS OF A MULTI-COUNTY PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE EXPANSION PROJECT; AND (5) OTHER MATTERS RELATING THERETO.

**RICHLAND COUNTY
RESOLUTION**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND A COMPANY TO BE TEMPORARILY KNOWN AS PROJECT CYRUS, ACTING FOR ITSELF, ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS (THE "COMPANY"), IN CONNECTION WITH THE EXPANSION OF CERTAIN FACILITIES IN THE COUNTY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (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 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and facilitate the grant of Special Source Credits; and

WHEREAS, a company to be temporarily known as Project Cyrus, acting for itself, one or more affiliates or other project sponsors (the "Company") proposes to expand certain manufacturing, research and development, and related facilities at multiple sites in the County (the "Expansion Project"); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, the Expansion Project will generate at least \$25,000,000 of investment and at least 150 new jobs in the County by the end of the Compliance Period (defined below); and

WHEREAS, the County and the Company have previously entered into an infrastructure credit agreement (the "Existing Credit Agreement") providing certain Special Source Credits to the Company in connection with certain existing property during a time period set forth therein (the "Existing Credit Claim Period"); and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Expansion Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the jobs created, or caused to be created, and the investment made, or caused to be made, by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Expansion Project

by offering the incentives set forth herein, all of which shall be set forth in greater detail and further documented in a Fee in Lieu of Tax and Incentive Agreement (the “Incentive Agreement”) to be entered into by the County and the Company.

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. In accordance with Section 12-44-40(I) of the Negotiated FILOT Act, the County makes the following findings and determinations:

- (a) The Expansion Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and
- (b) The Expansion Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and
- (c) The Expansion Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and
- (d) The Expansion Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and
- (e) The purposes to be accomplished by the Expansion Project are proper governmental and public purposes; and
- (f) The benefits of the Expansion Project to the County are greater than the costs to the County.

Section 2. The County hereby agrees to enter into the Incentive Agreement whereby, under certain conditions, the County will agree to accept certain negotiated FILOT payments with respect to the Expansion Project, which Incentive Agreement shall be a fee agreement pursuant to the Negotiated FILOT Act, and which shall recite certain commitments of the Company and the County in connection therewith.

Section 3. As an additional incentive to induce the Company to locate the Expansion Project within the County and as reimbursement for the Company’s investment in certain Special Source Improvements, subject to the requirements of the Special Source Act, the Council does hereby agree that the Company shall, during the term of the Incentive Agreement, be entitled to Special Source Credits as shall be set forth in greater detail in the Incentive Agreement.

Section 4. The County will insure that the Expansion Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution for the duration of the Incentive Agreement.

Section 5. The County will use its best efforts to assist the Company in securing and processing grants and other funding for infrastructure and other qualifying expenditures in connection with the Expansion Project. The County and the Company are currently pursuing a grant from the State of \$250,000 to reimburse the Company for certain costs required for the Expansion Project.

Section 6. The provisions, terms, and conditions of the Incentive Agreement and the Existing Credit Agreement Amendment shall be subject to approval by subsequent Ordinance of the Council. The Incentive Agreement is to be in substantially the form customarily used by the County for similar transactions with such changes therein as shall be approved by said Ordinance.

Section 7. The Chair of the Council, or the Vice Chair of the Council in the event the Chair is absent, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to this Resolution.

Section 8. The execution and delivery of the Incentive Agreement and the Existing Credit Agreement Amendment is subject to adoption by the Council of an ordinance authorizing the same and, in conjunction therewith, compliance with the provisions of the Home Rule Act regarding the procedural requirements for enacting ordinances.

Section 9. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[End of Resolution]

Done in meeting duly assembled October 4, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston, Chair, County Council
Richland County, South Carolina

[SEAL]

Attest:

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

Richland County Council Request of Action

Subject

Accommodations Tax Committee-2 (need one person from Hospitality and one person from Lodging) [no applications were received]

Richland County Council Request of Action

Subject

Appearance Commission-2 (need a licensed horticulturalist and landscaper) [no applications were received]

Richland County Council Request of Action

Subject

Board of Assessment Control-1 [no applications were received]

Richland County Council Request of Action

Subject

Board of Zoning Adjustments and Appeals-4 [no applications were received]

Richland County Council Request of Action

Subject

Building Codes Board of Adjustments and Appeals-3 (needed, one licensed electrician and two from the fire protection industry) [no applications were received]

Richland County Council Request of Action

Subject

Business Service Center Appeals Board-1 (CPA preferred) [no applications were received]

Richland County Council Request of Action

Subject

Community Relations Council-1 [one application was received from: Sarah B. Watson] [**PAGES 234-235**]



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Sarah B. Watson

Home Address: 1701 Chadford Rd., Irmo, S.C. 29063

Telephone: (home) 803-553-6166 (work) - sm -

Office Address: - sm -

Email Address: SWatson1957@aol.com

Educational Background: Furman University - BA - Sociology

Professional Background: Financial Services / Insurance

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Community Relations Council

Reason for interest: I want to continue to give service to Rich. Co. and help to improve the community; Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Excellent Communication Skills Good leadership and organizational skills
Excellent interpersonal skills, Professionally trained management

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? I currently serve on SRS Citizens Advisory Board

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 3.5 hours per month

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Ann B. Waters 9/28/2011
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	Item# 47

Richland County Council Request of Action

Subject

Hospitality Tax Committee-1 [one application was received from: Dorothy A. Sumter] **[PAGES 237-238]**



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: DOROTHY A. SUMTER
Home Address: 500 OLD BLUFF RD.; HOPKINS, SC 29061
Telephone: (home) 803-776-6454 (work) _____
Office Address: _____
Email Address: _____
Educational Background: HIGH SCHOOL GRAD.
Professional Background: TIME & ATTENDANCE MGR.
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: HOSPITALITY TAX COMMITTEE
Reason for interest: I WILL BE AN ASSET TO THE COMMITTEE AND RICHLAND COUNTY.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I AM DEPENDABLE, COOPERATIVE, RESPONSIBLE & WORK WELL WITH OTHERS. HAVE KNOWLEDGE OF ACCOUNTING PRINCIPLES & TIMEKEEPING POLICIES
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? _____
Recommended by Council Member(s): MR. KEVIN WASHINGTON
Hours willing to commit each month: 6-8 pm

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓ _____

If so, describe: _____

Marshall G. Sumter
Applicant's Signature

Sept. 26, 2011
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

Internal Audit Committee-1 [no applications were received]

Richland County Council Request of Action

Subject

Music Festival Board-2 [no applications were received]

Richland County Council Request of Action

Subject

County Council will consider a rule change that states any Special Called Meeting will only have the item(s) the meeting was called for on the agenda. A complete agenda with Administrator, Attorney and Clerk of Council report will not be required nor will approval of previous meeting minutes or any citizen's input be on the agenda unless it relates to the matter the meeting is called for **[MALINOWSKI][PAGES 242-243]**

The County Council may hold executive sessions for the purpose of hearing from local and/or state development boards concerning the location of industry when neither the name of the industry nor the location of the property is to be revealed.

1.5 Dates/Times

- a) Regular Meetings- Regular Meetings of County Council shall be held on the first and third Tuesday of each month at 6:00 p.m., unless otherwise scheduled by the Chair for good cause, with the consent of a majority of the Council members present.
- b) Special Meetings- Special Meetings may be called by the Chair or a majority of the members of Council provided that twenty-four (24) hours' notice has been given to Council members and the public. The members of Council must be informed of the subject(s) to be discussed at a special meeting. While special called meetings, absent contrary authority, may be held for any purpose Council desires, two frequent reasons necessitating a special meeting include: 1) a special called meeting that is essentially the result of the rescheduling of a meeting that had been regularly scheduled but for whatever reason needs to be moved to a different date or time (i.e., a regular meeting held at a special time not originally scheduled); and 2) a special called meeting to take up a specific matter or matters (i.e., a "limited purpose" meeting). A special called meeting that is in essence a regular meeting that has been moved to a time not originally scheduled should follow the agenda order set forth in Rule 1.7c) of these rules. A special called meeting that is for a "limited purpose" or "limited purposes" need not follow the agenda order set forth in Rule 1.7c) of these rules, but instead may follow an agenda that is as specific or general as may be necessary for Council to be informed of the purpose(s) of the limited meeting and to carry out the purpose(s) of the limited meeting.
- c) Zoning Public Hearing Meetings- Zoning public hearing meetings shall be held on the fourth Tuesday of each month at 7:00 p.m., unless otherwise scheduled by the Chair for good cause, with the consent of a majority of the Council members present.

1.6 Quorum

A quorum for the transaction of official business of Council shall consist of six (6) members.

A quorum of a Committee or Subcommittee shall consist of a simple majority of the members comprising said Committee or Subcommittee.

1.7 Agenda

- a) Compilation-The agenda for regular meetings of Council meetings shall be compiled by the Clerk of Council on the Wednesday proceeding the first and third Tuesday of each month. Back-up documents for the agenda for all items should be received by the Clerk of Council by noon on the Wednesday preceding the meeting at which the item is to be considered.
- b) Placing on Agenda (Methods)- Items for Council consideration is placed on the agenda by one of five methods:

- 1) Committee action, or
 - 2) Any item defeated, tabled, or not acted on by committee within 90 days of that item that item having been placed on the committee's agenda may be placed on the Council agenda when the Clerk's Office has received a written request signed by three members of Council, or
 - 3) Proclamation introduced by one member of Council presented to the Clerk prior to the agenda deadline, or
 - 4) Items authorized by ordinance (e.g. appointment and commissioning of Code Enforcement Officers), or
 - 5) The item consists of a notice given to the governing body concerning the location of a proposed home for 9 or fewer mentally or physically handicapped persons.
- c) Order- the agenda for regular meetings of Council (and those special called meetings that are the result of the rescheduling of a meeting that had been regularly scheduled, as provided for in Rule 1.5b) of these rules shall consist of the following categories of business, to be taken up by the Chair in the order listed.
- 1) Invocation.
 - 2) Pledge of Allegiance
 - 3) Approval of minutes of previous meetings: a simple majority vote of Council is required to approve minutes. If there are corrections or amendments to the minutes, they may be approved as corrected or amended. Motions to reconsider, rescind, or expunge from the record any previous action must be made prior to adoption of the relevant minutes and any such motion will be placed on the Agenda's Motion Period for debate. Only when an item is expunged can it be reconsidered during the Motion Period. The adopted minutes shall note the motion to reconsider, rescind, or expunge.
 - 4) Adoption of agenda: a two-thirds majority vote, of those present, is required to adopt the agenda.
 - 5) First County Attorney's Report of Executive Session items: The County Attorney shall report only on those Executive Session items in which the County is represented by outside counsel or in which the County has retained the services of a consultant. Council shall move to take action or to receive as information each item that has been discussed in executive session.
 - 6) Citizen input: Each citizen who has "signed up" to speak before Council may do so for up to 2 minutes; provided, however, the entire citizen input time shall not exceed 30 minutes. Input must pertain to items on the agenda for which no public hearing is required or has been scheduled. Any material that a citizen intends to present to Council, including audio and visual presentations, must be approved by the Clerk of Council prior to the meeting. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents.

Richland County Council Request of Action

Subject

When speaking during the citizen's input portion of council meetings, persons currently serving on Richland County Commissions of any kind are not allowed to use their title or the commission name unless they have received unanimous consent from the commission to do so **[MALINOWSKI] [PAGE 245-246]**

- 7) Report of County Administrator: The County Administrator shall make recommendations or announcements concerning county affairs; but no action shall be taken on any item without proper notice, except in case of extreme emergency.
- 8) Report of Clerk of Council: The Clerk of Council shall make announcements, if any, concerning county affairs.
- 8.5) Report of the Chair: The Chair of Council shall make announcements if any, concerning county affairs.
- 9) Presentations: The party requesting to make the presentation shall set forth 1) the name of the person, group, association or entity making the presentation, 2) the name and contact information for the presenter(s) of spokesperson(s) thereof, and 3) the substance of the presentation. Absent unusual circumstances, the request should be no more than one page in length and should be timely submitted (i.e., in advance of the agenda deadline for the meeting wherein the matter is intended to appear as a presentation “request”) to the Clerk’s Office. Presentations shall be limited to five (5) minutes per presentation, and shall be heard on the third Tuesday of the month. Presentations of time sensitive matters, as determined by the Chair or Vice-Chair in his absence, of Council may be heard at any regular or special called meeting of Council. All presentation, regardless of topic, shall be approved by the Chair before placement on any Council agenda. No presentation shall be heard which is not on the Council agenda prior to the start of the meeting. No more than three presentations will be allowed at each meeting. The purpose of this rule is so that Council may plan its meetings accordingly, given the variety of presentations and lengths thereof, and to assess the merits of a given presentation. Presentations shall not be used to request funding or resources support from the County.
- 10) Public Hearings: Each citizen who has “signed up” may speak to Council concerning an item for which there is a public hearing for up to 2 minutes; provided, however, the entire public hearing time for any one item shall not exceed 30 minutes. Any material that a citizen intends to present to Council, including audio and visual presentations, must be approved by the Clerk of Council prior to the meeting. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her public hearing input of that fact, and name or identify anyone else for whom the citizen is speaking or represents.
- 11) Consent items: Items shall consist of those matters that do not require further discussion by Council that have been forwarded to Council by the unanimous vote of the Committee. Any member of Council can remove an item from the Consent Agenda prior to adoption of the agenda. The Chair has the discretion to place items on the Consent Agenda, if in the judgement of the Chair; those items are unlikely to be debated.
- 12) Third reading: final approval of Ordinances.
- 13) Second reading.

- 14) Requests by Council members: items may include those that were defeated (or deferred beyond 90 days) by committee and reintroduced by three Council Members' signatures.
- 15) Second Citizen Input: Any citizen who wishes to introduce an item for consideration not currently under Council's consideration or bring a concern to Council's attention may speak for no more than two minutes; provided, however, the entire second citizen input time shall not last longer than 30 minutes. Items for which a public hearing is required or has been scheduled cannot be addressed at this time. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents.
- 16) Second County Attorney's Report of Executive Session items: The County Attorney shall report on the remaining Executive Session items. Council shall move to take action or to receive as information each item that has been discussed in executive session.
- 17) Motion period/Announcements: Any Council member may make an announcement or introduce an item (excluding resolutions) for referral to a Committee. However, any Council member wishing to make a motion during the "motion period" must have transmitted a written request to the Clerk's Office by the deadline for posting the agenda of a regularly scheduled meeting of Council in accordance with the South Carolina Freedom of Information Act (i.e., twenty-four hours prior to such meeting) so that the nature of the motion appears on the agenda. Motions for resolutions and ordinances may be referred to a Committee for further deliberation or, by unanimous consent, the resolution shall be deemed adopted or the ordinance may be sent forward for second reading. Further, any Council member may make a motion directing the county administrator to take action on a county-related matter; and upon approval of a majority of members present and voting, the county administrator shall act upon the directive given.

When referring an item to committee, a Council Member must specify the intent of his or her motion. The Council Member may:

- a) Refer an item to a committee for action.
- b) Refer an item to a committee for discussion.
- c) Refer an item to committee for the purpose of receiving information or an update from staff and/or legal.
- d) Refer an item to committee for a presentation.
- e) Any Council member may make a motion directing the county administrator to take action on a county-related matter; and upon approval of a majority of members present and voting, the county administrator shall act upon the directive given.

Richland County Council Request of Action

Subject

Report of the Decker Center Space Allocation Committee

Richland County Council Request of Action

Subject

- a. Resolutions honoring Judge William Womble, Judge Clevette Hudnell, and Judge Samuel Peay on their retirement and service to Richland County [**LIVINGSTON**]
- b. Reexamine the Business License Fee, especially the Interstate Tax, to promote business recruitment to be competitive in the region [**JACKSON**]

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing